

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
SEPTEMBER 18, 2019

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, September 18, 2019 at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Tran, Moynihan, Suennen, Schadewald, Lund, Deneys

Late: Deslauriers

Total Present: 25 Total Late: 1

No. 1 -- ADOPTION OF AGENDA.

Chairman Moynihan amended the agenda by taking Item #11i after Item #1.

A motion was made by Supervisor Evans and seconded by Supervisor Buckley **“to approve agenda as amended.”** Voice vote taken. Motion carried unanimously.

*Supervisor Deslauriers arrived at 7:05 PM

*Item #11i was taken at this time

Special Executive Committee

No. 11i -- RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF \$14,700,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on August 21, 2019, the County Board of Supervisors of Brown County, Wisconsin (the "County") adopted a resolution (the "Set Sale Resolution") providing for the sale of General Obligation Refunding Bonds, Series 2019 (the "Bonds") for the public purpose of refunding obligations of the County, including interest on them, specifically, the Taxable General

Obligation Corporate Purpose Bonds, Series 2009A (Build America Bonds - Direct Payment), dated June 1, 2009, due on and after November 1, 2020; the Taxable General Obligation Corporate Purpose Bonds, Series 2010B (Build America Bonds - Direct Payment), dated July 1, 2010, due on and after November 1, 2020; and the Taxable General Obligation Public Safety Bonds, Series 2010C (Build America Bonds - Direct Payment), dated December 1, 2010, due on and after November 1, 2020 (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the County directed PMA Securities, LLC ("PMA") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, PMA, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 18, 2019;

WHEREAS, the County Clerk (in consultation with PMA) caused notice of the sale of the Bonds to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale;

WHEREAS, the County has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. PMA has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, it has been determined that Bonds shall be issued in the principal amount of \$14,700,000.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PMA are hereby ratified and approved in all respects. All actions taken by officers of the County and PMA in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOURTEEN MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$14,700,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal (as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein), plus accrued interest to the date of delivery, is hereby accepted. The Chairperson or other appropriate officer or officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2019"; shall be issued in the aggregate principal amount of \$14,700,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on November 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the County through the issuance of the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2019 through 2028 for the payments due in the years 2020 through 2029 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time

as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, Series 2019" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the

officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the County's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The County hereby authorizes the Chairperson and County Clerk or other appropriate officers of the County to enter a Fiscal Agency Agreement between the County and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 12. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company,

New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 17. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on November 1, 2019 at a price of par plus accrued interest to the date of redemption.

The County hereby directs the County Clerk to work with PMA to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits F-1, F-2 and F-3 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices. Any and all actions heretofore taken by the officers and agents of the County to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are

authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 18, 2019.

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

A motion was made by Supervisor Hoyer and seconded by Supervisor De Wane “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #111
ON THE FOLLOWING PAGES

EXHIBIT A

Official Notice of Sale

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

QB\59205673.1

OFFICIAL NOTICE OF SALE

**BROWN COUNTY, WISCONSIN
\$16,710,000* GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019**

NOTICE IS HEREBY GIVEN that the County Board of Supervisors (the "Board") of Brown County, Wisconsin (the "County"), will receive bids either (i) electronically via **Parity®** or (ii) sent via e-mail to compbidWI@pmanetwork.com (each as more fully described below), for the purchase of its \$16,710,000* General Obligation Refunding Bonds, Series 2019 (the "Bonds"), on an all or none basis at the following time and place:

DATE AND TIME: 10:00 a.m.
Central Daylight Saving Time
September 18, 2019

PLACE: Offices of the County's Financial Advisor:
PMA Securities, LLC (the "Financial Advisor")
770 North Jefferson Street, Suite 200
Milwaukee, Wisconsin 53202

AWARD OF BONDS: Bids will be publicly announced at the above time and place. Unless all bids are rejected, award will be made by a notification of sale to the bidder offering the lowest true interest cost ("TIC") to the County.

The Bonds

Proceeds of the Bonds will be used to (i) current refund the County's outstanding Taxable General Obligation Corporate Purpose Bonds, Series 2009A (Build America Bonds-Direct Payment), dated June 1, 2009, (ii) current refund the County's outstanding Taxable General Obligation Corporate Purpose Bonds, Series 2010B (Build America Bonds-Direct Payment), dated July 1, 2010, (iii) current refund the County's outstanding Taxable General Obligation Public Safety Bonds, Series 2010C (Build America Bonds-Direct Payment), dated December 1, 2010, and (iv) pay certain costs associated with the issuance of the Bonds.

The Bonds are being issued pursuant to Chapter 67 of the Wisconsin Statutes, a resolution approved by the Board on August 21, 2019 and a resolution to be adopted by the Board on September 18, 2019 (the "Award Resolution"). The Bonds will be general obligations of the County for which its full faith and credit and taxing powers are pledged which taxes may, under current law, be levied without limitation as to rate or amount. The County is authorized and required by law to levy on all property taxable by the County such ad valorem taxes as may be necessary to pay the Bonds and the interest thereon. See "THE BONDS" and "CONSTITUTIONAL AND STATUTORY CONSIDERATIONS AND LIMITATIONS CONCERNING THE COUNTY'S POWER TO

* Preliminary, subject to change.

INCUR INDEBTEDNESS" in the Preliminary Official Statement for further information on the authorization and security for the Bonds.

Bidding Instructions

Each proposal must be submitted on the Official Bid Form without alteration or change no later than 10:00 a.m. Central Daylight Saving Time on September 18, 2019 either:

(i) via **Parity®** in accordance with this Official Notice of Sale. To the extent any instructions or directions set forth in **Parity®** conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about **Parity®**, potential bidders may contact the Financial Advisor or i-Deal LLC at 1359 Broadway, New York, NY 10018, telephone (212) 849-5021; or

(ii) via e-mail to compbidWI@pmanetwork.com.

The Bidder ("Bidder") bears all risk of transmission failure.

Any Bidder intending to bid via e-mail shall notify the Financial Advisor of such intention no later than the close of business on September 17, 2019.

Determination of Winning Bid

The Bonds will be awarded to the single and best Bidder (the "Underwriter") whose bid will be determined upon the basis of the **lowest TIC** at the rates designated in said bid from the dated date to the maturity dates after deducting the bid premium or adding the bid discount, if any. The TIC will be calculated as the rate which, when used in computing the present value of all principal and interest to be paid on the Bonds (commencing on May 1, 2020 and semiannually on each May 1 and November 1 thereafter), produces an amount on the date of issuance of the Bonds (expected to be October 9, 2019) equal to the purchase price set forth in the bid. In the event of more than one proposal specifying the lowest TIC, the Bonds will be awarded to the Bidder whose proposal is selected by lot from among all such proposals.

Terms of the Bonds

The Bonds will be dated the date of issuance thereof, will mature on the dates and in the amounts, and not more than one rate should be specified for each maturity as described in the Official Bid Form attached hereto.

The Bonds are not subject to redemption prior to maturity.

Any Bidder electing to designate any maturities as term bonds shall so specify on the affirmed bid form. The term bonds shall be subject to mandatory sinking fund redemption by lot in the amounts currently specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

Bidding Parameters

The interest rates must be in multiples of one-eighth or one-twentieth of one percent (1/8 or 1/20 of 1%), and not more than one rate for a single maturity shall be specified. The rate bid for each maturity shall not exceed 4.00%. All bids must be for all of the Bonds and must be for not less than 100% of the par amount thereof.

Attorneys' fees, Rating Agency fees, Financial Advisor fees, paying agent fees, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the final Official Statement and miscellaneous expenses of said County incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the County.

A good faith deposit will not be required prior to bid opening. The Underwriter is required to submit a certified or cashier's check on a solvent bank or trust company or a wire transfer for TWO PERCENT OF PAR (2%) payable to the County as evidence of good faith of the bidder (the "Deposit") not later than 3:30 P.M. Central Daylight Saving Time on the sale date. The Deposit of the Underwriter will be retained by the County pending delivery of the Bonds. The County may hold the proceeds of any Deposit or invest the same (at the County's risk) in obligations that mature at or before the delivery of the Bonds, until disposed of, as follows: (a) at the delivery of the Bonds and upon compliance with the Underwriter's obligation to take up and pay for the Bonds, the full amount of the Deposit held by the County, without adjustment for interest, shall be applied toward the purchase price of the Bonds at that time, and the full amount of any interest earnings thereon shall be retained by the County; and (b) if the Underwriter fails to take up and pay for the Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the County as liquidated damages.

The County will furnish to the Underwriter the approving legal opinion of Bond Counsel. After delivery, the County will furnish to the Underwriter a complete certified transcript of all proceedings in connection with the issuance of the Bonds which shall include a non-litigation certificate showing that there is no litigation pending or threatened as to the validity or security of the Bonds.

Establishment of Issue Price

(a) The winning bidder (the "Purchaser") shall assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the Public (as hereinafter defined) or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the County and Bond Counsel. All actions to be taken by the County under this Official Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the County by the County's Financial Advisor, identified herein, and any notice or report to be provided to the County may be provided to the County's Financial Advisor. Within one hour of the award, the Purchaser will provide the County and its Financial Advisor the expected initial offering price of the Bonds, which the Purchaser used to formulate its bid.

(b) The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "Competitive Sale Requirements") because:

- (1) the County will disseminate this Official Notice of Sale to potential Underwriters in a manner that is reasonably designed to reach potential Underwriters;
- (2) all bidders will have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest TIC, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(c) In the event that the Competitive Sale Requirements are not satisfied, the County shall so advise the Purchaser. In such event, any bid proposal submitted will not be subject to cancellation or withdrawal, and the County agrees to use the rule selected by the Purchaser on its bid form to determine the issue price for the Bonds. On the bid form, each bidder must select one of the following rules to establish the issue price of the Bonds: (i) the first price at which 10% of a maturity of the Bonds (the "10% Test") is sold to the Public as the issue price of that maturity, or (ii) the initial offering price of that maturity (the "Hold-the-Offering-Price Rule"), in each case applied on a maturity-by-maturity basis. The Purchaser shall advise the County if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the Bonds. The Purchaser shall promptly advise the County, at or before the time of award of the Bonds, which maturities of the Bonds shall be subject to the 10% Test or shall be subject to the Hold-the-Offering-Price Rule. *Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the Hold-the-Offering-Price Rule or the 10% Test, as selected on the bid form, in order to establish the issue price of the Bonds.* In addition, if the 10% Test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the County with a representation as to the price or prices as the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(d) **If the Competitive Sale Requirements are not satisfied and the Purchaser selects the Hold-the-Offering-Price Rule**, then the Purchaser shall (i) confirm that the Underwriters (as hereinafter defined) have offered or will offer the Bonds to the Public (as hereinafter defined) on or before the date of award at the offering price or prices (the "Initial Offering Price"), or at the corresponding yields set forth in the bid submitted by the Purchaser and (ii) agree, on behalf of the Underwriters participating in the purchase of the Bonds, that the Underwriters will neither offer nor sell unsold Bonds of any maturity to which the Hold-the-

Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the Public during the period starting on the Sale Date (as hereinafter defined) and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date;
or
- (2) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public.

The Purchaser will advise the County promptly after the close of the fifth (5th) business day after the Sale Date whether it has sold 10% of that maturity of the Bonds to the Public at a price that is no higher than the Initial Offering Price to the Public. Within one hour of the award, the Purchaser will inform the County of the Initial Offering Price for each maturity of the Bonds.

(c) **If the Competitive Sale Requirements are not satisfied and the Purchaser selects the 10% Test**, then until the 10% Test has been satisfied as to each maturity of the Bonds, the Purchaser agrees to promptly report to the County the prices at which the unsold Bonds of that maturity have been sold to the Public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Purchaser's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the County or Bond Counsel. In addition, if the 10% test has not been satisfied with respect to any maturity of the Bonds prior to closing, then the Purchaser shall provide the County with a representation as to the price or prices as of the date of closing at which the Purchaser reasonably expects to sell the remaining Bonds of such maturity.

(f) The County acknowledges that, in making the representations set forth above, the Purchaser will rely on (i) the agreement of each Underwriter to comply with requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the Public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the Public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule, if applicable to the Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or

of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-the-Offering-Price Rule if applicable to the Bonds.

(g) By submitting a bid, each bidder confirms that:

(i) any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Purchaser that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser and (ii) to comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser and as set forth in the related pricing wires, which shall be until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of award,

(B) to promptly notify the Purchaser of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an Underwriter participating in the initial sale of the Bonds to the Public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, the Purchaser shall assume that each order submitted by the Underwriter is a sale to the Public.

(ii) any agreement among Underwriters or selling group agreement relating to the initial sale of the Bonds to the Public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the Public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the Public the unsold Bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all Bonds of that maturity allocated to it have been sold or until it is notified by the Purchaser or such Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the

closing date may be at reasonable periodic intervals or otherwise upon request of the Purchaser or such Underwriter and (B) comply with the Hold-the-Offering-Price Rule, if applicable, if and for so long as directed by the Purchaser or the Underwriter and as set forth in the related pricing wires, which shall be at least until the 10% Test has been satisfied as to the Bonds of that maturity or until the close of business on the fifth (5th) business day following the date of the award.

(h) Sales of any Bonds to any person that is a Related Party to an Underwriter participating in the initial sale of the Bonds to the Public shall not constitute sales to the Public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:

- (i) "Public" means any person other than an Underwriter or a Related Party,
- (ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public),
- (iii) a purchaser of any of the Bonds is a "Related Party" to an Underwriter if the Underwriter and the Purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "Sale Date" means the date that the Bonds are awarded by the County to the Purchaser.

Tax Status

Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, will deliver a legal opinion with respect to the federal income tax status applicable to the interest on the Bonds under existing law substantially in the form attached to the Preliminary Official Statement as Appendix A.

Not Qualified Tax-Exempt Obligations

The Bonds are not "qualified tax-exempt obligations" under the small issuer exception provided under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), which affords banks and certain other financial institutions more favorable treatment of their deduction for interest expense than would otherwise be allowed under Section 265(b)(2) of the Code.

Book-Entry Only

The Bonds will be issued as fully-registered Bonds without coupons and, when issued, will be registered in the name of CEDE & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Bonds. A single Bond certificate for each maturity will be issued to DTC and immobilized in its custody. Individual purchases may be made in book-entry-only form only through DTC participants, in the principal amount of \$5,000 or any integral multiple thereof. Individual purchasers will not receive certificates evidencing their ownership of the Bonds purchased. The Underwriter shall be required to deposit the Bond certificates with DTC as a condition to delivery of the Bonds. The County will make payments of principal and interest on the Bonds to DTC or its nominee as registered owner of the Bonds in same-day funds. Transfer of those payments to participants of DTC will be the responsibility of DTC; transfer of the payments to beneficial owners by DTC participants will be the responsibility of such participants and other nominees of beneficial owners all as required by DTC rules and procedures. No assurance can be given by the County that DTC, its participants and other nominees of beneficial owners will make prompt transfer of the payments as required by DTC rules and procedures. The County assumes no liability for failures of DTC, its participants or other nominees to promptly transfer payments to beneficial owners of the Bonds.

In the event that the securities depository relationship with DTC for the Bonds is terminated and the County does not appoint a successor depository, the County will prepare, authenticate and deliver, at its expense, fully-registered certificate Bonds in the denominations of \$5,000 or any integral multiple thereof in the aggregate principal amount of the Bonds of the same maturities and interest rate then outstanding to the beneficial owners of the Bonds.

CUSIP Numbers

It is intended that CUSIP numbers will be printed on the Bonds, but neither the failure to print or type such numbers on any Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and make payment for the Bonds. All expenses in relation to the printing of CUSIP numbers, including CUSIP Service Bureau charges for the assignment of said numbers, shall be the responsibility of and shall be paid by the Underwriter.

Continuing Disclosure

The County covenants and agrees to enter into a written agreement or contract, constituting an undertaking (the "Undertaking") to provide ongoing disclosure about the County for the benefit of the beneficial owners of the Bonds on or before the date of delivery of the Bonds as required under Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The form of the Undertaking is set forth in Appendix C in the Preliminary Official Statement. Please see the section entitled "CONTINUING DISCLOSURE" in the Preliminary Official Statement for a description of the County's compliance over the last five years with undertakings previously entered into by it pursuant to the Rule.

The Underwriter's obligation to purchase the Bonds shall be conditional upon the County delivering the Undertaking on or before the date of delivery of the Bonds.

Official Statement

The County declares the Preliminary Official Statement provided in connection with the sale of the Bonds to be final as of its date for purposes of the Rule, except for the omission of the offering prices or yields, the interest rates, any other terms or provisions required by the County specified in the bid, ratings, other terms of the Bonds depending on such matters, and the identity of the Underwriter. Upon the sale of the Bonds, the County will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. By submission of its bid, the Underwriter will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Promptly after the sale date, but in no event later than seven business days after the sale date, the County will provide the Underwriter with an electronic copy of the final Official Statement. The Underwriter agrees to supply to the County all information necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Conditions of Closing

The County reserves the right to reject any or all bids and to determine the best bid in its sole discretion, and to waive any irregularity in any bid. Additionally, the County reserves the right to modify or amend this Official Notice of Sale; however, any such modification or amendment shall not be made less than twenty-four (24) hours prior to the date and time for receipt of bids on the Bonds and any such modification or amendment will be announced on the Amendments Page of the **Parity®** webpage and through *Thompson Municipal News*.

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the County in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to, and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the County in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

The Bonds will be delivered to the Underwriter against full payment in immediately available funds as soon as they can be prepared and executed, which is expected to be October 9, 2019. Should delivery, however, be delayed beyond forty-five (45) days from the date of sale for any reason beyond the control of the County except failure of performance by the Underwriter, the County may cancel the award or the Underwriter may withdraw the Deposit and thereafter the Underwriter's interest in and liability for the Bonds will cease.

Additional Information

The Preliminary Official Statement and the Official Bid Form, together with other pertinent information, may be obtained from the County, Attention: Bradley Klingsporn, Finance Director, 305 East Walnut Street, P.O. Box 23600, Green Bay, Wisconsin 54305-3600, Telephone: (920) 448-4035, or from the Financial Advisor, Attention: Phil Hohlweck, 770 North Jefferson Street, Suite 200, Milwaukee, Wisconsin 53202, Telephone: (414) 436-1943.

By order of the County Board of Supervisors of the County, dated this 11th day of September, 2019.

/s/ Bradley Klingsporn
Finance Director
Brown County, Wisconsin

Exhibit A

Form of Issue Price Certificate

Brown County, Wisconsin ("County")
\$16,710,000
General Obligation Refunding Bonds, Series 2019,
dated October 9, 2019

UNDERWRITER'S CERTIFICATE

The undersigned, on behalf of _____
("_____"), hereby certifies as set forth below with respect to the sale of the
above-captioned obligations (the "Bonds").

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by _____ are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by _____ in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by _____ to purchase the Bonds.

(b) _____ was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by _____ constituted a firm offer to purchase the Bonds.

2. Defined Terms.

(a) "Maturity" means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is September 18, 2019.

(d) "Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

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The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents _____'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. _____ understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Exemption Certificate and compliance with the federal income tax rules affecting the Bonds, and by Quarles & Brady LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the County from time to time relating to the Bonds.

By: _____

Name: _____

Dated: October 9, 2019

SCHEDULE A
TO
UNDERWRITER'S CERTIFICATE

EXPECTED OFFERING PRICES

(See Attached)

QB159356786.1

SCHEDULE B
TO
UNDERWRITER'S CERTIFICATE

COPY OF UNDERWRITER'S BID

(See Attached)

QB\59356786.1

EXHIBIT B

Bid Tabulation

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

QB\59205673.1

Brown County
\$16,710,000* General Obligation Refunding Bonds, Series 2019
Sale Date: September 18, 2019

| Bidder Name | TIC* |
|----------------------------------|----------|
| J-TN Financial Capital Markets | 1.590781 |
| J-Hilltop Securities | 1.616614 |
| J-BOK Financial Securities, Inc. | 1.626441 |
| Mesirow Financial, Inc. | 1.638214 |
| Robert W. Baird & Co., Inc. | 1.640098 |
| The Baker Group | 1.650006 |
| Hutchinson, Shockey, Erley & Co. | 1.746495 |

SOURCE: PARITY

*Note: After adjusting par amounts, the final statistics are as follows:
 Par Amount: \$14,700,000
 TIC: 1.595035%

EXHIBIT C

Winning Bid

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

QB\59205673.1

OFFICIAL BID FORM

County Board of Supervisors
Brown County, Wisconsin

September 18, 2019

Ladies and Gentlemen:

Subject to all the provisions of the Official Notice of Sale, which is expressly made a part of this bid, we offer to purchase the General Obligation Refunding Bonds, Series 2019 (the "Bonds") as described below:

| | |
|---|------------------|
| Par amount of Bonds: | \$14,700,000 |
| Dated date: | Date of issuance |
| Purchase price: | \$16,546,648.34 |
| (not less than 100% of the par amount of the Bonds) | |

The Bonds shall bear interest as follows (each rate (i) a multiple of 1/8 or 1/20 of 1% and (ii) not exceeding 4.00%):

| Maturity (November 1) | Amount (\$) | Rate (%) | Term Bonds (Year) |
|--------------------------|-------------|----------|----------------------|
| 2020 | 1,365,000 | 4.000 | _____ |
| 2021 | 1,205,000 | 4.000 | _____ |
| 2022 | 1,230,000 | 4.000 | _____ |
| 2023 | 1,815,000 | 4.000 | _____ |
| 2024 | 1,760,000 | 4.000 | _____ |
| 2025 | 1,695,000 | 4.000 | _____ |
| 2026 | 1,630,000 | 4.000 | _____ |
| 2027 | 1,575,000 | 4.000 | _____ |
| 2028 | 1,515,000 | 4.000 | _____ |
| 2029 | 910,000 | 4.000 | _____ |

Any Bidder electing to designate any maturities as term bonds shall so specify on the affirmed bid form. The term bonds shall be subject to mandatory sinking fund redemption by lot in the amounts currently specified for the serial bonds, at a redemption price of 100% of the principal amount thereof.

The Bonds are not subject to redemption prior to maturity.

The Bonds are to be accompanied by the unqualified approving legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin, Bond Counsel, and a certificate evidencing that no litigation is pending against the County, which will affect the validity or security of these Bonds.

Attorneys' fees, Rating Agency fees, Financial Advisor fees, paying agent fees, the cost of distributing the Official Notice of Sale, the Preliminary Official Statement and the Official Statement and miscellaneous expenses of said County incurred in connection with the offering and delivery of the Bonds shall all be the obligation of the County.

If the net interest cost or the true interest cost stated below is incorrectly computed, the undersigned agrees that the purchase price and interest rates above shall prevail.

| | |
|---------------------|----------------|
| Net Interest Cost: | \$1,406,884.99 |
| True Interest Cost: | 1.595035% |

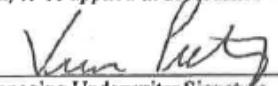
This bid is a firm offer for the purchase of the Bonds identified in the Official Notice of Sale, on the terms set forth in this bid form and the Official Notice of Sale, and is not subject to any conditions, except as permitted by the Official Notice of Sale. If the Competitive Sale Requirements are not met, the bidder selects the following rule to establish the issue price of maturities of the Bonds for which 10% is not sold to the Public on the date hereof applied on a maturity-by-maturity basis (mark one):

_____ 10% Test: the first price at which 10% of a maturity of the Bonds is sold to the Public for the following maturities: _____

_____ Hold-the-Offering-Price Rule: the initial offering price of that maturity for the following maturities: _____

By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuances of municipal bonds. *[If the bidder cannot confirm an established industry reputation for underwriting new issuances of municipal bonds, the preceding sentence should be crossed out.]*

We understand that if we are the winning bidder that we will deposit with the County Treasurer not later than 3:30 P.M. Central Daylight Saving Time on the sale date a certified or cashier's check or wire transfer in the amount of two percent (2%) of the par amount of the Bonds payable to said County as a guarantee of good faith, to be applied in accordance with the Official Notice of Sale.


Managing Underwriter Signature

Name of Firm: PTN Financial Capital Markets
Direct Contact: Vincent Pietanza
Address: 444 Madison Ave
New York, N.Y. 10022 6th floor
Phone Number: 212-618-5005
E-Mail Address: Vincent.Pietanza@PTNFinancial.com

—PLEASE ATTACH A LIST OF ACCOUNT MEMBERS—

The foregoing offer is hereby accepted this 18th day of September, 2019 by the County Board of Supervisors of Brown County, Wisconsin, and in recognition therefore is signed by the official of the County empowered and authorized to make such acceptance.

Chair, County Board of Supervisors
Brown County, Wisconsin

FTN Financial Capital Markets
Morgan Stanley & Co. LLC
Raymond James & Associates, Inc.
Ramirez & Co., Inc.
UBS Financial Services Inc.
Wiley Brother-Aintree Capital, LLC
Ziegler

EXHIBIT D-1

Pricing Summary

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

QB\59205673.1

Brown County

\$14,700,000 - FINAL

General Obligation Refunding Bonds, Series 2019

Dated/Close: October 9, 2019

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | Dollar Price |
|--------------|---------------|--------|--------|------------------------|----------|------------------------|
| 11/01/2020 | Serial Coupon | 4.000% | 1.400% | 1,365,000.00 | 102.728% | 1,402,237.20 |
| 11/01/2021 | Serial Coupon | 4.000% | 1.410% | 1,205,000.00 | 103.242% | 1,268,166.10 |
| 11/01/2022 | Serial Coupon | 4.000% | 1.420% | 1,230,000.00 | 107.701% | 1,324,722.30 |
| 11/01/2023 | Serial Coupon | 4.000% | 1.420% | 1,815,000.00 | 110.145% | 1,999,131.75 |
| 11/01/2024 | Serial Coupon | 4.000% | 1.450% | 1,760,000.00 | 112.399% | 1,978,222.40 |
| 11/01/2025 | Serial Coupon | 4.000% | 1.520% | 1,695,000.00 | 114.307% | 1,937,503.65 |
| 11/01/2026 | Serial Coupon | 4.000% | 1.590% | 1,630,000.00 | 116.035% | 1,891,370.50 |
| 11/01/2027 | Serial Coupon | 4.000% | 1.610% | 1,575,000.00 | 117.999% | 1,858,484.25 |
| 11/01/2028 | Serial Coupon | 4.000% | 1.720% | 1,515,000.00 | 119.053% | 1,803,652.95 |
| 11/01/2029 | Serial Coupon | 4.000% | 1.770% | 910,000.00 | 120.468% | 1,096,258.80 |
| Total | | | | \$14,700,000.00 | | \$16,559,749.90 |

Bid Information

| | |
|---------------------------------------|-----------------|
| Per Amount of Bonds | \$14,700,000.00 |
| Reoffering Premium or (Discount) | 1,859,749.90 |
| Gross Production | \$16,559,749.90 |
| Total Underwriter's Discount (0.089%) | \$(13,101.56) |
| Bid (112.562%) | 16,546,648.34 |
| Total Purchase Price | \$16,546,648.34 |
| Bond Year Dollars | \$81,338.33 |
| Average Life | 5.533 Years |
| Average Coupon | 4.000000% |
| Net Interest Cost (NIC) | 1.7296703% |
| True Interest Cost (TIC) | 1.5950352% |

File | O:\Milewski WI Files\Munex Files - W\brown co\2019 ref brown co.af | 2019 Refund bob issues FI | 9/18/2019 | 10:21 AM

PMA Securities, LLC

Public Finance/Financial Planning - ph

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PMA Securities, LLC and incorporated into the Resolution.

(See Attached)

QB159205673.1

Brown County

\$14,700,000 - FINAL

General Obligation Refunding Bonds, Series 2019

Dated/Close: October 9, 2019

Debt Service Schedule

| Date | Principal | Coupon | Interest | Total P+I | Annual Total |
|------------|-----------------|--------|----------------|-----------------|--------------|
| 10/09/2019 | - | - | - | - | - |
| 05/01/2020 | - | - | 329,933.33 | 329,933.33 | - |
| 11/01/2020 | 1,365,000.00 | 4.000% | 294,000.00 | 1,659,000.00 | 1,988,933.33 |
| 05/01/2021 | - | - | 266,700.00 | 266,700.00 | - |
| 11/01/2021 | 1,205,000.00 | 4.000% | 266,700.00 | 1,471,700.00 | 1,738,400.00 |
| 05/01/2022 | - | - | 242,600.00 | 242,600.00 | - |
| 11/01/2022 | 1,230,000.00 | 4.000% | 242,600.00 | 1,472,600.00 | 1,715,200.00 |
| 05/01/2023 | - | - | 218,000.00 | 218,000.00 | - |
| 11/01/2023 | 1,815,000.00 | 4.000% | 218,000.00 | 2,033,000.00 | 2,251,000.00 |
| 05/01/2024 | - | - | 181,700.00 | 181,700.00 | - |
| 11/01/2024 | 1,760,000.00 | 4.000% | 181,700.00 | 1,941,700.00 | 2,123,400.00 |
| 05/01/2025 | - | - | 146,500.00 | 146,500.00 | - |
| 11/01/2025 | 1,695,000.00 | 4.000% | 146,500.00 | 1,841,500.00 | 1,988,000.00 |
| 05/01/2026 | - | - | 112,600.00 | 112,600.00 | - |
| 11/01/2026 | 1,630,000.00 | 4.000% | 112,600.00 | 1,742,600.00 | 1,855,200.00 |
| 05/01/2027 | - | - | 80,000.00 | 80,000.00 | - |
| 11/01/2027 | 1,575,000.00 | 4.000% | 80,000.00 | 1,655,000.00 | 1,735,000.00 |
| 05/01/2028 | - | - | 48,500.00 | 48,500.00 | - |
| 11/01/2028 | 1,515,000.00 | 4.000% | 48,500.00 | 1,563,500.00 | 1,612,000.00 |
| 05/01/2029 | - | - | 18,200.00 | 18,200.00 | - |
| 11/01/2029 | 910,000.00 | 4.000% | 18,200.00 | 928,200.00 | 946,400.00 |
| Total | \$14,700,000.00 | - | \$3,253,533.33 | \$17,953,533.33 | - |

Yield Statistics

| | |
|-----------------------------------|-------------|
| Bond Year Dollars | \$81,338.33 |
| Average Life | 5.533 Years |
| Average Coupon | 4.0000000% |
| DV01 | 8,345.00 |
| Net Interest Cost (NIC) | 1.7296703% |
| True Interest Cost (TIC) | 1.5950352% |
| Bond Yield for Arbitrage Purposes | 1.5793260% |
| All Inclusive Cost (AIC) | 1.6703697% |

IRS Form 8038

| | |
|---------------------------|-------------|
| Net Interest Cost | 1.4868359% |
| Weighted Average Maturity | 5.661 Years |

File | C:\Mileu\kase\W\Files\Munex\Files - Whitbrown\col2019\ref\brown.co.af | 2019 Refund beb issues FI | 9/18/2019 | 10:21 AM

PMA Securities, LLC

Public Finance/Financial Planning - ph

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA
NO. R- STATE OF WISCONSIN DOLLARS
GENERAL OBLIGATION REFUNDING BOND, SERIES 2019 \$ _____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
November 1, _____, 2019 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Brown County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2020 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$14,700,000, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the County, as authorized by a resolution adopted on September 18, 2019. Said resolution is recorded in the official minutes of the County Board of Supervisors for said date.

QB\59205673.1

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Brown County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

BROWN COUNTY, WISCONSIN

By: _____
Patrick Moynihan, Jr.
Chairperson

(SEAL)

COPY
By: _____
Sandra L. Juno
County Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of Brown County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By **COPY** _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

COPY

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F-1

NOTICE OF FULL CALL*

BROWN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2009A
(BUILD AMERICA BONDS - DIRECT PAYMENT), DATED JUNE 1, 2009

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on November 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|----------------------|-------------------------|----------------------|------------------|
| 11/01/2020 | \$ 745,000 | 4.750% | 1155115T0 |
| 11/01/2021 | 700,000 | 5.000 | 1155115U7 |
| 11/01/2022 | 700,000 | 5.000 | 1155115V5 |
| 11/01/2023 | 1,250,000 | 5.125 | 1155115W3 |
| 11/01/2024 | 1,150,000 | 5.250 | 1155115X1 |
| 11/01/2025 | 1,050,000 | 5.375 | 1155115Y9 |
| 11/01/2026 | 950,000 | 5.375 | 1155115Z6 |
| 11/01/2027 | 850,000 | 5.500 | 1155116A0 |
| 11/01/2028 | 750,000 | 5.500 | 1155116B8 |

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on November 1, 2019.

By Order of the
County Board of Supervisors
Brown County
County Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin, at least thirty-five (35) days prior to November 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to November 1, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-2

NOTICE OF FULL CALL*

BROWN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2010B
(BUILD AMERICA BONDS - DIRECT PAYMENT), DATED JULY 1, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on November 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|----------------------|-------------------------|----------------------|------------------|
| 11/01/2020 | \$ 455,000 | 4.25% | 1155116M4 |
| 11/01/2021 | 470,000 | 4.40 | 1155116N2 |
| 11/01/2023 | 1,005,000 | 5.00 | 1155116Q5 |
| 11/01/2025 | 1,105,000 | 5.25 | 1155116S1 |
| 11/01/2027 | 1,220,000 | 5.50 | 1155116U6 |
| 11/01/2029 | 1,345,000 | 5.75 | 1155116W2 |

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on November 1, 2019.

By Order of the
County Board of Supervisors
Brown County
County Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin, at least thirty-five (35) days prior to November 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to November 1, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

EXHIBIT F-3

NOTICE OF FULL CALL*

BROWN COUNTY, WISCONSIN
TAXABLE GENERAL OBLIGATION PUBLIC SAFETY BONDS, SERIES 2010C
(BUILD AMERICA BONDS - DIRECT PAYMENT), DATED DECEMBER 1, 2010

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on November 1, 2019 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

| <u>Maturity Date</u> | <u>Principal Amount</u> | <u>Interest Rate</u> | <u>CUSIP No.</u> |
|----------------------|-------------------------|----------------------|------------------|
| 11/01/2020 | \$245,000 | 3.75% | 1155117G6 |
| 11/01/2021 | 250,000 | 4.00 | 1155117H4 |
| 11/01/2022 | 255,000 | 4.05 | 1155117J0 |
| 11/01/2023 | 260,000 | 4.25 | 1155117K7 |
| 11/01/2024 | 270,000 | 4.45 | 1155117L5 |
| 11/01/2025 | 275,000 | 4.65 | 1155117M3 |
| 11/01/2026 | 280,000 | 4.95 | 1155117N1 |
| 11/01/2027 | 290,000 | 5.00 | 1155117P6 |
| 11/01/2028 | 300,000 | 5.10 | 1155117Q4 |
| 11/01/2029 | 310,000 | 5.20 | 1155117R2 |

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on November 1, 2019

By Order of the
County Board of Supervisors
Brown County
County Clerk

Dated _____

* To be provided to Associated Trust Company, National Association, Green Bay, Wisconsin, at least thirty-five (35) days prior to November 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to November 1, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

No. 2 -- COMMENTS FROM THE PUBLIC:

- a) State name and address for the record.
- b) Comments will be limited to five minutes.
- c) The Board's role is to listen to public comments, and not ask questions, discuss nor take action regarding public comments.

Anneliese Wagganer, 121 Greene Ave., Allouez, WI 54301 and Barb Brown, 401 Arrowhead Dr., Allouez, WI 54301 from the League of Women Voters invited the Board to a workshop titled "How Can I Make My Vote Count?" taking place on October 5th from 9:00 AM to 12:00 PM at the YWCA.

Bonnie Lee, 3759 Park Rd., Greenleaf, WI 54126 addressed the Board stating that she is against the rumble strips near her home.

Paul Boucher, 1120 Elizabeth St., Green Bay, WI 54302 addressed the Board regarding putting in speed bumps that are activated when a vehicle is driving too quickly. He stated that may help address the problems we are having with driver safety in Brown County.

No. 3 -- APPROVAL OF MINUTES OF AUGUST 21, 2019.

A motion was made by Supervisor Lefebvre and seconded by Supervisor Borchardt **"to adopt minutes."** Voice vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Borchardt gave a commendation presentation in honor of the United ReSisters of Green Bay which included 12 female authors of "The First Winter".

Supervisor Erickson thanked Director of Public Works Paul Fontecchio for his thorough presentation given on the County Roadway Safety Plan.

Supervisor Tran thanked Supervisors Brusky and Gruszynski on their efforts to get three additional assistant district attorneys for Brown County.

Supervisor Brusky invited the Board to attend the Cultural Community Meal Tailgate Party organized by Migration Advocacy Brown County and Casa ALBA on Monday, October 14th from 5:00 PM to 6:30 PM at the YWCA Greater Green Bay.

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

No. 5a -- FROM SUPERVISOR VAN DYCK: REQUEST AN EXPLANATION AS TO WHY IT WAS NECESSARY TO REMOVE AND REPLACE 12 DIFFERENT SECTIONS OF THE NEWLY PAVED HIGHWAY PP, IN A 1.8 MILE SECTION FROM HIGHWAY W TO LASEE ROAD.

Referred to Planning, Development, and Transportation Committee.

No. 5b -- FROM SUPERVISOR DESLAURIERS: AS THE LEGISLATIVE AND POLICY MAKING BODY OF BROWN COUNTY, THAT THE COUNTY BOARD TAKE A

POLICY POSITION, THROUGH RESOLUTION, ON THE RECOMMENDED CRITERIA FOR INSTALLATION AND REMOVAL OF TRANSVERSE RUMBLE STRIPS.

Referred to Planning, Development, and Transportation Committee.

No. 5c -- FROM SUPERVISORS ERICKSON AND KASTER: LOOK INTO THE POSSIBILITY OF HAVING THE MUNICIPALITIES ALONG THE SPRING FLOOD AREAS LOOK IN TO BREAKING UP THE ICE UNDER TRAFFIC BRIDGES AND PEDESTRIAN BRIDGES TO HELP PREVENT ICE BUILDUP THUS CAUSING FLOODING.

Referred to Emergency Government.

No. 5d -- FROM SUPERVISOR ERICKSON: HAVE PATROL OFFICERS SPEND MORE TIME ENFORCING VEHICLES RUNNING YELLOW AND RED LIGHTS AND ALSO ENFORCEMENT OF DRIVERS RUNNING ROUND-A-BOUNTS AT EXCESSIVE SPEEDS.

Referred to Sheriff.

No. 5e -- FROM SUPERVISOR TRAN: TO LOOK AT WORKING HOURS OF JANITORIAL STAFF – MOVING WORKING HOURS OF 3:00-11:00 PM TO 1:00-9:00 PM, FOR SAFETY REASON AND ENERGY SAVINGS.

Referred to Planning, Development, and Transportation Committee.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR AND BOARD OF SUPERVISORS COMMITTEE AS A WHOLE.

None.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

None.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Moynihan stated that the Brown County Taxpayer's Association's lawsuit against Brown County has totaled \$251,863.67 in expenses.

Chairman Moynihan noted that the Brown County Budget Meeting will take place on November 6, 2019 at 9:00 AM.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

County Executive Streckenbach noted that the budget is complete and will be printed this weekend. The budget will be issued on October 1st.

County Executive Streckenbach noted that Governor Evers was in Green Bay on September 17th to announce the addition of three assistant district attorneys. County Executive

Streckenbach gave recognition to Supervisors Brusky, Gruszynski and State Senator André Jacque for their efforts to achieve the additions.

County Executive Streckenbach announced the Austin Straubel airport will have additional flights to Orlando, Florida through Frontier Airlines starting in November.

County Executive Streckenbach invited the Board to attend the next Honor Flight taking place on October 19th hosted by the Stars and Stripes and sponsored by Schneider, WPS, The Green Bay Packers, Milwaukee Bucks, Milwaukee Brewers, Johnsonville and Michaels.

County Executive Streckenbach praised the 16th annual Brown County Golf Outing for raising over \$65,000 which was donated to Northeast Wisconsin Technical College for students at risk.

County Executive Streckenbach stated that he attended Racine County's Smart Cities Conference and has gained insight on digital transformation. He also noted that Brown and Racine Counties will be giving an additional presentation on Monday, September 23rd at the WCA Conference. He also encouraged Board members to take a tour of Amazon if they ever get the opportunity.

County Executive Streckenbach stated that Brown County will reexamine flood plans and infrastructure affected by the most recent flooding issues. He thanked municipalities and staff for their action responding to flooding.

County Executive Streckenbach noted that two weeks ago recovery month was celebrated and he stated it was a nice event to attend to recognize and support people in programs.

No. 9 -- OTHER REPORTS.

None.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF ADMINISTRATION COMMITTEE OF SEPTEMBER 5, 2019.

1. Review minutes of: None.
2. County Clerk - Budget Status Financial Report for July 2019 – Unaudited. Receive and place on file.
3. Child Support - Budget Status Financial Report for July 2019 - Unaudited. Receive and place on file.
4. Child Support - Director Summary for July/August 2019. Receive and place on file.
5. TS - Box Storage Update. To put a line item on the October Budget agenda to discuss with possible action, plans for a box storage building.
6. TS - Budget Status Financial Report for July 2019 - Unaudited. Receive and place on file.
7. TS - Director's Report. Receive and place on file.
- 7a. TS - BC Public Website Demonstration/Review. *No action taken.*
8. Treasurer - Budget Status Financial Report for July 2019 – Unaudited. Receive and place on file.
9. Treasurer - Discussion and possible action re: cancelling tax certificates for the following parcel pursuant to Wis. Stat. Sec. 75.22 (Proposed Resolution and order to be

distributed at 09-05-19 meeting), and authorization to reopen and vacate the In Rem judgement regarding the below parcel:

| <u>Parcel #</u> | <u>Address</u> |
|-----------------|---|
| M-332-2 | east of 3531 Park Road in Town of Morrison. <u>To hold until the October meeting.</u> |

10. Treasurer - Discussion of Sale of Brown County owned Parcel 21-1293-2 at 1739 Main St. Green Bay, WI FINAL CASE CLOSURE WITH CONTINUING OBLIGATIONS. To direct the Treasurer to pursue offers and bring back to the October meeting.
11. Treasurer - Discussion and Possible Action re: Communication from Supervisor Sieber re: To enact a timeline for a final hearing on appeals for properties that are in the In Rem process (see #12 ordinance). Receive and place on file.
12. Treasurer - An Ordinance to Amend Subsection 3.06(5)(c) of Chapter 3 of the Brown County Code of Ordinances (In Rem Preference to Former Owner). To approve as amended, striking Chairperson of the Brown County Administration Committee and adding Brown County Board office. See Resolutions & Ordinances.
13. Treasurer's Report. Receive and place on file.
14. Admin & HR - Budget Status Financial Reports for July 2019 (Dept. of Administration and Human Resources) – Unaudited. Receive and place on file.
15. Admin & HR - Budget Adjustment Log. Receive and place on file.
16. Admin & HR - Budget Adjustment Request (19-064): Reallocation between two or more departments, regardless of amount. To approve.
17. Admin & HR - Budget Adjustment Request (19-072): Reallocation between two or more departments, regardless of amount. To approve.
18. Admin & HR - Resolution Regarding Table of Organization Change for the Human Resources Department – Deletion and Addition of Positions. To approve. See Resolutions & Ordinances.
19. Admin & HR - Discussion and Possible Action re: Employee Parking Downtown. Receive and place on file.
20. Admin & HR - Director's Reports (Dept. of Administration and Human Resources). Receive and place on file.
21. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Sieber and seconded by Supervisor Schadewald **“to adopt.”** Supervisor Lefebvre requested Item #19 be pulled separately. Voice vote taken on the remainder of the report. Motion carried unanimously with no abstentions.

19. Admin & HR - Discussion and Possible Action re: Employee Parking Downtown. Receive and place on file.

Supervisor and City Alderperson Lefebvre will contact Mayor Genrich for assistance.

A motion was made by Supervisor Lefebvre and seconded by Supervisor Borchardt **“to approve Item #19.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF AUGUST 29, 2019

1. Administration - Discussion and possible action re: Expo Center Complex Veteran's Memorial Design. *July motion: To proceed with suggested changes and include this on the August Ed & Rec agenda.* Receive and place on file.
2. Library Board (May 22, 2019). To approve.

3. Neville Public Museum Governing Board (July 8, 2019 & August 12, 2019). To approve.
4. Golf Course – Budget Status Financial Report for June 2019 – Unaudited. To approve.
5. Museum - Budget Status Financial Report for June 2019 – Unaudited. To approve.
6. NEW Zoo – Budget Status Financial Report for June 2019 – Unaudited. To approve.
7. Parks – Budget Status Financial Report for June 2019 – Unaudited. To approve.
8. Audit of Bills. To approve.
9. Museum - Director's Report. *No action taken.*
10. Golf Course - Superintendent's Report. *No action taken.*
11. Library - Director's Report. *No action taken.*
12. NEW Zoo - Director's Report. *No action taken.*
13. Park Mgmt. - Update re: Potential Boat Landing at Eagles Nest – *standing item. No action taken.*
14. Park Mgmt. - Discussion re: Bald Eagle Nest Guidelines at the Fairgrounds. *No action taken.*
15. Park Mgmt. - Director's Report. *No action taken.*
16. Park Mgmt. - Resolution to Approve Electric and Gas Line Easement Regarding the Fox River State Trail. To approve. See Resolutions & Ordinances.
17. Park Mgmt. - Resolution to Approve Underground Telecommunication Easement Regarding Mountain Bay Trail. To approve. See Resolutions & Ordinances.
18. Communication from Supervisors Erickson and Borchardt re: This motion is made regarding the eagle's nest at the Brown County Fairgrounds and fireworks permits. Brown County should create a resolution that all fireworks displays should be launched from the east side of the river or a barge at an acceptable distance from the nest and the shoreline. Receive and place on file.
19. Communication from Supervisor Buckley re: Get a copy of the Prospectus used to sell the naming rights to the new expo. Also an updated list of who has been given the presentation and the results. To invite PMI to give a presentation at the September meeting.

A motion was made by Supervisor Ballard and seconded by Supervisor Lefebvre “**to adopt.**” Motion carried unanimously with no abstentions.

No. 10c -- REPORT OF EXECUTIVE COMMITTEE OF SEPTEMBER 9, 2019

1. Review Minutes of: (None)
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To pay the legal bills.
3. Communication from Supervisor Buckley re: Get a copy of the prospectus used to sell the naming rights to the new expo. Also an updated list of who has been given the presentation and the results. Receive and place on file.
4. Communication from Supervisor Buckley re: Updated accounting of the ½% sales tax collected and how it's going to be spent. Hold until the October Executive Committee meeting.
5. From Supervisor Tran: For Corporation Counsel to draft an ordinance for consideration an Executive Committee for the following:
 - a. No Supervisors may serve more than two consecutive terms as chairperson of a standing committee.
 - b. Supervisor members of standing committees shall be selected at random.To refer back to Corporation Counsel to make the following changes: Supervisors are limited to serving three consecutive terms on one committee and the three consecutive terms are effective beginning with the current term.
6. Communication from Supervisor Van Dyck re: Draft a resolution to sell parcels HB-1424, HB-775, part of HB-764-1, part of HB-754, part of HB-755 and part of HB-749 on or

before October 17th. To have Corporation Counsel draft a resolution for presentation at the next County Board meeting. See Resolutions & Ordinances.

7. Internal Auditor - Presentation of the 2018 Comprehensive Annual Financial Report (CAFR) and Management Communications by Josh Swanson, CliftonLarsonAllen (formally Schenck, SC.) *Note: Reports to be distributed at meeting.* To hold until the October Executive Committee meeting.
8. Internal Auditor - Board of Supervisors Budget Status Financial Report (Unaudited) & Veterans' Recognition Subcommittee Budget Status Report (Unaudited) – July 31, 2019. Receive and place on file.
9. Internal Auditor - Status Update: August 1 – August 31, 2019. To approve.
10. Corp Counsel - Discussion and Possible Action regarding Lobbyist Ordinance (copy to be handed out at meeting). To amend the Ordinance by striking reference to *City of Green Bay* and replacing with *any other municipality in Brown County* and include ordinance language regarding a check the box form and bring back to Executive Committee. See Resolutions & Ordinances.
11. Corp Counsel - Oral Report. Receive and place on file.
12. Public Works - Budget Adjustment Request (19-073): Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. To approve.
13. Public Works - Budget Adjustment Request (19-074): Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. To approve.
14. Resolution to Approve Electric and Gas Line Easement Regarding the Fox River State Trail. To approve. See Resolutions & Ordinances.
15. Resolution to Approve Underground Telecommunication Easement Regarding Mountain Bay Trail. To approve. See Resolutions & Ordinances.
16. Resolution Regarding Table of Organization Change for the Health and Human Services Department – Community Services Division Account Clerk I Position. To approve. See Resolutions & Ordinances.
17. Resolution Regarding Table of Organization Change for UW Extension – Add Hours for LTE After School Instructors. To approve. See Resolutions & Ordinances.
18. An Ordinance to Strike Subsections 3.01 (3) and (4) of Chapter 3 of the Brown County Code of Ordinances (Strike Prevailing Wage Law Language). To approve. See Resolutions & Ordinances.
19. An Ordinance to Amend Subsections 4.155 (2) and (3) of Chapter 4 of the Brown County Code of Ordinances (Benefits Advisory Subcommittee). To approve. See Resolutions & Ordinances.
20. Resolution Regarding Table of Organization Change for the Human Resources Department – Deletion and Addition of Positions. To approve. See Resolutions & Ordinances.
21. Dept. of Admin & HR - Discussion and possible action re: Employee parking downtown. Receive and place on file.
22. Dept. of Admin & HR - Director of Administration and Human Resources Oral Report. Receive and place on file.

A motion was made by Vice Chair Lund and seconded by Supervisor Van Dyck **“to adopt.”** Supervisor Buckley requested Item #5 be pulled separately. Voice vote taken on the remainder of the report. Motion carried unanimously with no abstentions.

5. From Supervisor Tran: For Corporation Counsel to draft an ordinance for consideration an Executive Committee for the following:
 - a. No Supervisors may serve more than two consecutive terms as chairperson of a standing committee.

- b. Supervisor members of standing committees shall be selected at random.
To refer back to Corporation Counsel to make the following changes:
Supervisors are limited to serving three consecutive terms on one committee and
the three consecutive terms are effective beginning with the current term.

Supervisor Buckley stated he does not support this change.

A motion was made by Supervisor Hoyer and seconded by Supervisor Tran **“to approve Item #5.”** Roll call vote taken.

Roll Call #10c(5):

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Evans, Vander Leest, Dantine, Brusky, Ballard, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Deneys

Nay: Nicholson, Erickson, Buckley, Landwehr, Kaster

Total Ayes: 21 Total Nays: 5

Motion Carried.

No. 10ci -- REPORT OF SPECIAL EXECUTIVE COMMITTEE OF SEPTEMBER 18, 2019

1. Resolution Authorizing the Issuance and Sale of \$16,710,000 General Obligation Refunding Bonds, Series 2019.

Motion made by Supervisor Moynihan, seconded by Supervisor Erickson to approve the resolution authorizing the issuance and sale of \$14,700,000 general obligation refunding bonds, series 2019 to FTN Financial Capital Markets at 1.59%. Vote taken. MOTION CARRIED UNANIMOUSLY.

A motion was made by Vice Chair Lund and seconded by Supervisor Borchardt **“to adopt.”** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10d -- REPORT OF HUMAN SERVICES COMMITTEE OF AUGUST 28, 2019

1. Review Minutes of:
 - a) Aging & Disability Resource Center of Brown County (May 23, 2019).
 - b) Board of Health (May 14, 2019).
 - c) Human Services Board (July 11, 2019).
 - d) Mental Health Treatment Subcommittee (April 17, 2019).
 - i. To suspend the rules to take Items 1a-d together.
 - ii. To receive and place on file Items 1a-d.
2. Presentation/Update for Healthy Families by Family Services. *No action taken.*
3. Communication from Supervisor Hoyer re: Direct Corporation Counsel to draft a resolution in support of building a juvenile detention facility in Brown County. To approve.
4. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.

5. Health & Hum Srvs. Dept. - Budget Adjustment Request (19-071): Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation. To approve.
6. Health & Hum Srvs. Dept. - Resolution Regarding Table of Organization Change for the Health and Human Services Department – Community Services Division Account Clerk I Position. To approve. See Resolutions & Ordinances.
7. Health & Hum Srvs. Dept. - Presentation of Child Protection Services Study. Receive and place on file.
8. Health & Hum Srvs. Dept. - Executive Director's Report. Receive and place on file.
9. Health & Hum Srvs. Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
10. Health & Hum Srvs. Dept. - Statistical Reports.
 - a) Monthly CTC Data.
 - i. Bay Haven Crisis Diversion.
 - ii. Nicolet Psychiatric Center.
 - iii. Bayshore Village (Nursing Home).
 - iv. CTC Double Shifts.
 - b) Child Protection – Child Abuse/Neglect Report.
 - c) Monthly Contract Update.
 - i. To suspend the rules to take all of Item 10 together.
 - ii. To receive and place on file all of Item 10.
11. Health & Hum Srvs. Dept. - Request for New Non-Contracted and Contracted Providers. Receive and place on file.
12. Audit of bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Hoyer and seconded by Supervisor Borchardt “**to adopt.**” Voice vote taken. Motion carried unanimously with no abstentions.

No. 10e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF AUGUST 26, 2019

1. Referral from Land Con Subcmte - Consideration and possible action regarding request from Land Conservation Subcommittee to approve Proposed Changes to Chapter 26 Animal Waste Management Ordinance and to direct Corporation Counsel to Prepare Ordinance Amendment and bring back for final approval. To refer to Corporation Counsel to draft an Ordinance and bring back to the next Land Conservation Subcommittee and Planning, Development and Transportation Committee meetings. See Resolutions & Ordinances.
2. Harbor Commission Minutes (June 10, 2019). Receive and place on file.
3. Planning Commission Minutes (June 5, 2019). Receive and place on file.
4. Solid Waste Board Minutes (May 20, 2019). Receive and place on file.
5. Airport – Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
6. Planning – Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
7. Property Listing –Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
8. Zoning – Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
9. Port – Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.

10. Resource Recovery - Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
11. UW-Extension – Budget Status Financial Report for June 2019 – Unaudited. Receive and place on file.
12. Communication from Supervisors Tran and Borchardt re: For the County to do an energy audit on all county-owned buildings. To refer to Public Works to come back in March, 2020 with a prioritized list of energy efficiency or conservation efforts with general costs.
13. Request to and Response from Town of Wrightstown regarding Digester Communication from Supervisors Deslauriers and Van Dyck. To hold for one month.
14. Communication from Supervisor Deslauriers: That Highway Commission Paul Fontecchio deliver a report to, and answer questions from, the County Board at its October meeting. The report to include the following:
 - *Where else in Wisconsin have transverse rumble strips been recently installed in a systematic, widespread manner in extremely close proximity to rural homes as they have been, and continue to be, installed throughout rural Brown County?
 - *Since the Commissioner's stated purpose of the installation of the transverse rumble strips is to prevent distracted drivers from running stop signs, present any studies that prove that transverse rumble strips reduce accidents and fatalities caused specifically by distracted or impaired drivers (the cause of most intersection fatalities in rural Brown County)?
 - *What low cost countermeasures were passed over in favor of installation of transverse rumble strips near homes?
 - *Do Highway Commissioners typically react to a traffic accident by planning and promoting a solution months prior to the cause of that accident being known?That PD&T requests that Highway Commissioner Paul Fontecchio deliver a presentation to and answer questions from the County Board at its October meeting.
15. Port & Resource Recovery - Director's Report. Receive and place on file.
16. Planning Commission - Brown County STEM Innovation Center Construction Update and Field Order Reports for Project. Receive and place on file.
17. Zoning - Private Onsite Wastewater Treatment System (POWTS) property owners not currently on 3-year maintenance program update. Receive and place on file.
18. Extension - Budget Adjustment Request (19-069): Any increase in expenses with an offsetting increase in revenue. To approve.
19. Extension - Resolution Regarding Table of Organization Change for UW Extension – Add Hours for LTE After School Instructors. To approve.
20. Extension - Director's Report. Receive and place on file.
21. Airport - 12+ Hour Shift Report. Receive and place on file.
22. Airport - Open Position Report. Receive and place on file.
23. Airport - Award RFB #2336 to Northeast Asphalt Inc. To approve the base bid of \$72,630 , alternate bid 1 of \$23,640, alternate bid 2 of \$23,640 and alternate bid 3 of \$900 by Northeast Asphalt for project 2336, airport parking lot repaving.
24. Airport - Director's Report.
 - a. Construction Projects:
 - i. Exit Lane Breach Control (ELBC).
 - ii. East Ramp Expansion to the West.Receive and place on file.
25. Public Works - Recommendation and Approval for the Resch Center LED Upgrade Project Base Bid plus Alternate 1 and #2 – Project #2329 for a total of \$579,445. To approve the base bid of \$432,729, alternate bid 1 of \$43,476 and alternate bid 2 of \$103,240 by Elmstar Electric for project number 2329, Resch Center LED Upgrade.

26. Public Works - Courthouse Security Report. To refer to Public Safety Committee and have Sheriff Delain include updates in his report as appropriate and bring that information back to PD&T.
27. Public Works - Summary of Operations Report. Receive and place on file.
28. Public Works - Director's Report. Receive and place on file.
29. Acknowledging the bills. To acknowledge receipt of the bills.

A motion was made by Supervisor Erickson and seconded by Supervisor Kaster **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10ei -- REPORT OF SPECIAL PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF SEPTEMBER 18, 2019

1. Public Works – Brown County Rumble Strip Presentation.

A motion was made by Supervisor Erickson and seconded by Supervisor Ballard **"to receive and place on file."** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10eii -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF AUGUST 26, 2019

1. Budget Status Financial Report for June 30, 2019 - Unaudited. Receive and place on file.
2. Directors Report.
 - a. Participation request Phosphorous Multi-Discharger Variance. To approve.
 - b. Water Quality Task Force August 28th UWGB. Receive and place on file.

A motion was made by Supervisor Dantine and seconded by Supervisor Sieber **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

No. 10f -- REPORT OF PUBLIC SAFETY COMMITTEE OF SEPTEMBER 10, 2019

1. Review Minutes of:
 - a. Criminal Justice Coordinating Board (July 9, 2019). Receive and place on file.
2. District Attorney Report. *No report; no action.*
3. Medical Examiner - 2019 Medical Examiner Activity Spreadsheet. *No action taken.*
4. Medical Examiner - Budget Status Financial Report for July 2019 - Unaudited. *No action taken.*
5. Emergency Mgmt. - Budget Status Financial Report for July 2019 - Unaudited. Receive and place on file.
6. Public Safety Communications - Budget Status Financial Report for July 2019 - Unaudited. Receive and place on file.
7. Public Safety Communications - Director's Report. Receive and place on file.
8. Circuit Courts, Commissioners, Probate - Budget Status Financial Reports for July 2019 - Unaudited.
9. Circuit Courts, Commissioners, Probate - Budget Adjustment Request (19-072): Reallocation between two or more departments, regardless of amount. To approve.
10. Sheriff - Update re: Jail Addition – *Standing Item. No action taken.*
11. Sheriff - Budget Status Financial Report for July 2019 - Unaudited. Receive and place on file.
12. Sheriff - Key Factor Report. Receive and place on file.

13. Sheriff - Discussion re: Courthouse Security Report from Public Works Director Paul Fontecchio. To send to Administration.
14. Sheriff - Director's Report. Receive and place on file.
15. Communication from Supervisor Hoyer re: Direct Corporation Counsel to draft a resolution in support of building a juvenile detention facility in Brown County. To direct to Corporation Counsel to draft a resolution in support of building a juvenile detention facility in Brown County.
16. Audit of bills. To acknowledge receipt of bills.

A motion was made by Supervisor Buckley and seconded by Supervisor Schadewald "to adopt." Voice vote taken. Motion carried unanimously with no abstentions.

No. 11 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

| | | |
|--------------------------|---|------------------------------|
| 19-064 Administration | With the reallocation of certain HR staff to Administration, their corresponding supplies, travel and training, and telephone cell expenses need to be reallocated as well. This budget adjustment moves the entire telephone cell budget from HR to Administration, as the only person in the HR department with a cell phone is now under Administration. Out of the 12 employees in HR, 4 of them are now under Administration. Therefore, 1/3 of their office supplies budget was reallocated to Administration. Upon review of their travel and training actuals in 2018, approximately \$4,000 of their budgeted \$5,000 was related to a single employee who has moved under purchasing. Therefore, \$4,000 will be moved from HR to Purchasing. | Fiscal Impact: \$0 |
| 19-069 UW-Extension | The UW-Extension Community Garden Program received a grant from United Healthcare for construction of tabletop garden beds, vouchers for the teen farmers' market program market, Church Road community garden road repair, and garden soil improvement. | Fiscal Impact \$2,500 |
| 19-071 HHS-CTC | \$50,000 budgeted in 2019 for possible HVAC equipment replacement will not be needed for that purpose. This amount is needed instead for significant foundation repair which Facilities has advised should be completed as soon as possible. This amount will allow for completion of the most immediate need area(s) of the building for this foundation work with an additional \$50,000 proposed as part of the 2020 budget for CTC. | Fiscal Impact \$0 |

| | |
|----------------|---|
| 19-072 | Transfer of funds from the General Government to Circuit Courts for an audio upgrade for Circuit Court Branch 1. The old audio equipment is obsolete and unable to be repaired. |
| Circuit Courts | Teleconferencing is currently unavailable in the courtroom. Funding for this upgrade will come from the county's contingency fund, which has funds available to cover this expense. |
| | Contingency Fund Balance \$283,000 |
| | Fiscal Impact: \$30,346 |

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

ADMINISTRATION COMMITTEE

HUMAN SERVICES COMMITTEE

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-073R

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

A motion was made by Supervisor Hoyer and seconded by Supervisor Vander Leest "to adopt." Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11A **ON THE FOLLOWING PAGES**

19-064

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☒ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Committee

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

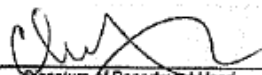
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

With the reallocation of certain HR staff to Administration, their corresponding supplies, travel and training, and telephone cell expenses need to be reallocated as well. This budget adjustment moves the entire telephone cell budget from HR to Administration, as the only person in the HR department with a cell phone is now under Administration. Out of the 12 employees in HR, 4 of them are now under Administration. Therefore, 1/3 of their office supplies budget was reallocated to Administration. Upon review of their travel and training actuals in 2018, approximately \$4,000 of their budgeted \$5,000 was related to a single employee who has moved under purchasing. Therefore, \$4,000 will be moved from HR to Purchasing.

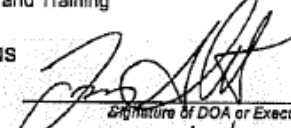
Fiscal Impact: \$0

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|----------------------|---------------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.032.030.5300.001 | Supplies Office | \$2,166 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.032.031.5340 | Travel and Training | \$4,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 100.064.001.5300.001 | Supplies Office | \$2,166 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 100.064.001.5340 | Travel and Training | \$4,000 |


Signature of Department Head

Department: DOA - H.R. Admin
Date: 8-1-2019

AUTHORIZATIONS


Signature of DOA or Executive
Date: 8/15/19

Revised 8/20/15

11a

19-069

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)
- ☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund

Approval Level

Dept Head
 Director of Admin
 County Exec
 County Exec
 Admin Committee
 Oversight Comm
 7/17 County Board
 Oversight Comm
 7/17 County Board
 Oversight Comm
 7/17 County Board
 Oversight Comm
 Admin Committee
 7/17 County Board

Justification for Budget Change:

The UW-Extension Community Garden Program received a grant from United Healthcare for construction of tabletop garden beds, vouchers for the teen farmers' market program market, Church Road community garden road repair, and garden soil improvement.

Fiscal Impact \$2,500

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|--------------------------|----------------------|-------------------------------|---------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.083.001.4309 | Other Grants | \$2,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.083.001.5300 | Supplies | \$1,500 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.083.001.5307.400 | Repairs & Maintenance Grounds | \$1,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

8/17/19

AUTHORIZATIONS

Judy Knudsen
 Signature of Department Head
 Department: UW Extension
 Date: 07/11/2019

[Signature]
 Signature of DCA or Executive
 Date: 8/19/19

Revised 4/1/14

11a

19-071

BUDGET ADJUSTMENT REQUEST

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☒ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- ☐ 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Comm
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

| 2019 Budget Adjustment | |
|--|--|
| <p>\$50,000 budgeted in 2019 for possible HVAC equipment replacement will not be needed for that purpose. This amount is needed instead for significant foundation repair which Facilities has advised should be completed as soon as possible. This amount will allow for completion of the most immediate need area(s) of the building for this foundation work with an additional \$50,000 proposed as part of the 2020 budget for CTC.</p> | |
| Fiscal Impact*: \$0 | |

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|--------------------------|----------------------------------|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 630.056.100.051.5307.300 | Repairs and maintenance Building | 50,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 630.056.100.001.6110.020 | Outlay Equipment | 50,000 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

[Signature]

Signature of Department Head

Department: Health & Human Services
Date: 8/15/19

AUTHORIZATIONS

[Signature]
Signature of BOA or Executive
Date: 8/19/19

Revised 12/3/16

11a

19-072

BUDGET ADJUSTMENT REQUEST

CategoryApproval Level

- ☐ 1 Reallocation from one account to another in the same level of appropriation
Dept Head
- ☐ 2 Reallocation due to a technical correction that could include:
• Reallocation to another account strictly for tracking or accounting purposes
• Allocation of budgeted prior year grant not completed in the prior year
Director of Admin
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
County Exec
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
County Exec
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
Admin Comm
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
Oversight Comm
2/3 County Board
- ☒ 6 Reallocation between two or more departments, regardless of amount
Oversight Comm
2/3 County Board
- ☐ 7 Any increase in expenses with an offsetting increase in revenue
Oversight Comm
2/3 County Board
- ☐ 8 Any allocation from a department's fund balance
Oversight Comm
2/3 County Board
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.
Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Transfer of funds from the General Government to Circuit Courts for an audio upgrade for Circuit Court Branch 1. The old audio equipment is obsolete and unable to be repaired. Teleconferencing is currently unavailable in the courtroom. Funding for this upgrade will come from the County's contingency fund which has funds available to cover this expense.

Contingency Fund Balance \$283,000

Fiscal Impact*: \$30,346

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

| Increase | Decrease | Account # | Account Title | Amount |
|-------------------------------------|-------------------------------------|----------------------|---|--------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.010.003.6110.020 | Outlay Equipment - Courts | 30,346 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.010.003.9004 | Intrafund Transfer In - Courts | 30,346 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | 100.090.9005 | Intrafund Transfer Out - Gen Government | 30,346 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 100.090.5394 | Contingency - Gen Government | 30,346 |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |
| <input type="checkbox"/> | <input type="checkbox"/> | | | |

Jimmy Go Hock
Signature of Department Head
Department: Circuit Courts
Date: 8/22/2019

AUTHORIZATIONS

[Signature]
Signature of BOA or Executive
Date: 8/27/19

Revised 12/3/18

119

Administration Committee

No. 11b -- AN ORDINANCE TO AMEND SUBSECTION 3.06(5)(C) OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (IN REM PREFERENCE TO FORMER OWNER – AS AMENDED AT 09-05-19 ADMIN CMTE).

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection 3.06(5)(c) of Chapter 3 is hereby amended as follows:

(c) Preference to Former Owner. The County Board ~~shall, at its option, provide hereby provides~~ that in the sale of tax deeded lands, the former owner who lost his or her title through delinquent tax collection enforcement procedure, ~~or his or her heirs,~~ may be ~~given~~granted such preference in the right to purchase such lands ~~as determined by the County Board. Such sales shall be exempt from any or all provisions of Section 75.69 Wisconsin Statutes. This paragraph shall not apply to tax deeded lands which have been improved or dedicated to a public use by such municipality subsequent to its acquisition by the Brown County Administration Committee, which has been given full and final decision making authority regarding the sale of tax delinquent lands pursuant to Brown County Code Section 2.06(3), subject to the following provisions:~~

1) A written *Request for Preference to Former Owner* ("Request") shall be made to and received by the Chairperson of the Brown County Administration Committee-Brown County Board Office within 30 days of the date the Judgment regarding such lands is recorded on pursuant to Section 75.521(14), Wisconsin Statutes, or shall be barred;

2) Such written Request shall be timely placed on the next regularly scheduled Administration Committee Agenda for consideration and final determination, with or without the appearance of the Former Owner;

3) The Administration Committee has sole and complete discretion regarding whether to deny or grant such written Request and, if granted, regarding what the sale price and other terms and conditions of the sale to the former owner of such lands shall be; and

4) Such sales shall be exempt from any or all provisions of Section 75.69 Wisconsin Statutes; if the net proceeds from the sale to the former owner as determined under Section 75.36 (3) Wisconsin Statutes will be sufficient to pay all special assessments and special charges to which the property is subject, including interest imposed under Section 74.47 Wisconsin Statutes.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By:

/s/ Troy Streckenbach 09/26/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 09/18/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 09/18/2019
COUNTY BOARD CHAIR (Date)

19-0750

Authored by: Corporation Counsel at the request of the Administration Committee **and as amended by the Administration Committee on 09-05-2019**

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

A motion was made by Supervisor Sieber and seconded by Supervisor Deneys **“to adopt.”**
Roll call vote taken.

Roll Call #11b:

Aye: Sieber, Hoyer, Gruszynski, Lefebvre, Borchardt, Vander Leest, Brusky, Kaster, Tran, Moynihan, Schadewald, Lund, Deneys

Nay: De Wane, Nicholson, Erickson, Evans, Buckley, Landwehr, Dantine, Ballard, Van Dyck, Linssen, Kneiszel, Deslauriers, Suennen

Total Ayes: 13 Total Nays: 13

Motion Failed.

Supervisor Suennen requested a reconsideration of his vote.

A motions was made by Vice Chair Lund and seconded by Supervisor Lefebvre **“to reconsider Supervisor Suennen’s vote.”** Voice vote taken. Motion carried unanimously with no abstentions.

Amended Roll Call Vote #11b:

Aye: Sieber, Hoyer, Gruszynski, Lefebvre, Borchardt, Vander Leest, Brusky, Kaster, Tran, Moynihan, Suennen, Schadewald, Lund, Deneys

Nay: De Wane, Nicholson, Erickson, Evans, Buckley, Landwehr, Dantine, Ballard, Van Dyck, Linssen, Kneiszel, Deslauriers

Total Ayes: 14 Total Nays: 12

Motion Carried.

ATTACHMENT TO ORDINANCE #11B
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 08-29-2019
REQUEST TO: Administration Committee and Co Board
MEETING DATE: 09-05-2019 and 09-18-2019, respectively
REQUEST FROM: Dave Hemery
Corp Counsel per Administration Committee Request

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO AMEND SUBSECTION 3.06(5)(C) OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (IN REM PREFERENCE TO FORMER OWNER)

ISSUE/BACKGROUND INFORMATION:

To establish procedure.

ACTION REQUESTED:

Consideration and action.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? 0.
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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Administration Committee and Executive Committee

No. 11c -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HUMAN RESOURCES DEPARTMENT – DELETION AND ADDITION OF POSITIONS.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, there is currently one (1.00) Human Resources Associate position that is vacant in the Human Resources Department's (Department) table of organization; and

WHEREAS, the generalist team has taken on those duties previously done by the vacant position; and

WHEREAS, the Department has recommended deleting the vacant (1.00) Human Resources Associate position, and bringing the generalist team members to midpoint in their range in the classification and compensation plan; and

WHEREAS, the Department recommends that the following changes be made to the Department's table of organization: the deletion of (1.00) Human Resources Associate position at \$18.00 per hour; the deletion of (3.00) Human Resources Generalist positions at \$23.26 per hour; the deletion of (1.00) Senior HR Generalist position at \$26.36 per hour; the addition of (3.00) Human Resource Generalist positions at \$26.49 per hour; and the addition of (1.00) Senior HR Generalist position at \$30.19 per hour.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Department's table of organization are hereby approved, as stated above and below in the Budget Impact section of this Resolution: the deletion of (1.00) Human Resources Associate position at \$18.00 per hour; the deletion of (3.00) Human Resources Generalist positions at \$23.26 per hour; the deletion of (1.00) Senior HR Generalist position at \$26.36 per hour; the addition of (3.00) Human Resource Generalist positions at \$26.49 per hour; and the addition of a (1.00) Senior HR Generalist position at \$30.19 per hour.

Budget Impact: Human Resources

| Annual Budget Impact 2020 | FTE | Addition/ Deletion | Salary | Fringe | Total |
|--|------------|-------------------------------|---------------|---------------|--------------|
| Human Resources Associate \$18.00/hr Position 107.100.064 Hours: 2,096 | 1.00 | Deletion | (\$37,728) | (\$20,134) | (\$57,862) |
| Human Resource Generalist \$23.26/hr Position #s 112.100.064, 102.100.064 and 103.100.064 Hours: 2,096 | 3.00 | Deletion | (\$146,259) | (\$64,630) | (\$210,889) |
| Senior HR Generalist \$26.36/hr Position # 105.100.064 Hours: 2,096 | 1.00 | Deletion | (\$55,251) | (\$25,515) | (\$80,766) |
| Human Resource Generalist | 3.00 | Addition | \$166,569 | \$67,753 | \$234,322 |

| | | | | | |
|--|------|----------|----------|----------|------------|
| \$26.49/hr Position #s 112.100.064, 102.100.064 and 103.100.064 Hours: 2,096 | | | | | |
| Senior HR Generalist \$30.19/hr Position # 105.100.064 Hours: 2,096 | 1.00 | Addition | \$63,278 | \$26,748 | \$90,026 |
| Annual Budget Impact | | | | | (\$25,169) |

| Partial Budget Impact 9/18/19-12/31/19 | FTE | Addition/Deletion | Salary | Fringe | Total |
|---|------------|--------------------------|---------------|---------------|--------------|
| Human Resources Associate \$18.00/hr Position 107.100.064 Hours: 2,088 | 1.00 | Deletion | (\$11,808) | (\$6,258) | (\$18,066) |
| Human Resource Generalist \$23.26/hr Position #s 112.100.064, 102.100.064 and 103.100.064 Hours: 2,088 | 3.00 | Deletion | (\$45,775) | (\$20,141) | (\$65,916) |
| Senior HR Generalist \$26.36/hr Position # 105.100.064 Hours: 2,088 | 1.00 | Deletion | (\$17,292) | (\$7,954) | (\$25,246) |
| Human Resource Generalist \$26.49/hr Position #s 112.100.064, 102.100.064 and 103.100.064 Hours: 2,088 | 3.00 | Addition | \$52,132 | \$22,938 | \$75,070 |
| Senior HR Generalist \$30.19/hr Position # 105.100.064 Hours: 2,088 | 1.00 | Addition | \$19,804 | \$9,109 | \$28,913 |
| Partial Year Budget Impact | | | | | (\$5,245) |

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-074R
Authored by Human Resources
Final Draft Approved by Corporation Counsel's Office

A motion was made by Supervisor Schadewald and seconded by Supervisor Sieber "to adopt."
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11C
ON THE FOLLOWING PAGES

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 8-23-19

REQUEST TO: Administration, Executive, and County Board

MEETING DATE: 9-5-19, 9-9-19, 9-18-19, respectively

REQUEST FROM: Chad Weininger
Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HUMAN
RESOURCES DEPARTMENT - DELETION AND ADDITION OF POSITIONS

ISSUE/BACKGROUND INFORMATION:

The HR Generalist team has taken on additional duties that were previously done by one of the HR Associates. Because of this, one of the HR Associate positions can be eliminated and team members can be brought up to midpoint in their respective ranges.

ACTION REQUESTED:

Delete 1.0 HR Associate

Delete 3.0 HR Generalists at \$23.26 an hour; Add 3.0 HR Generalists at \$26.49 an hour

Delete 1.0 Senior HR Generalist at \$26.37 an hour; Add 1.0 Senior HR Generalist at \$30.12 an hour

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? (\$25,169) for 2020; (\$5,245) for 2019

2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

a. If yes, in which account? _____

b. If no, how will the impact be funded? _____

c. If funding is from an external source, is it one-time ☐ or continuous? ☐

3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

12/3/2018

11c

2020 Budget 23
Brown County



**REQUEST FOR TABLE OF ORGANIZATION CHANGE RESOLUTION
HUMAN RESOURCES DEPARTMENT**

Deadlines for resolution submission:

| | |
|---|--|
| Human Resources Deadlines: Four (4) weeks prior to the parent committee meeting | Request for Resolution Form and current Position Description are due to the department's Human Resources Analyst for review and recommendation. |
| Three (3) weeks prior to the parent committee meeting | Request for Resolution Form is reviewed and signed by the Human Resources Director, Director of Administration and County Executive. Resolution and Submission Form are drafted by HR and reviewed by the department head. |
| Administration Deadline: On Tuesday, two (2) weeks prior to the parent committee meeting (Per Administrative Policy A-13) | Resolution, Submission Form and Position Description are due to the Director of Administration for review and fiscal note and then are sent to Corporation Counsel for review. |
| County Board Deadline: On Tuesday, one (1) week prior to the parent committee meeting by 4:00 p.m. (Per County Code Chapter 2.13(4)(b)) | Corporation Counsel sends the Resolution, Submission Form and Position Description to the County Board office for the committee agenda. |

DATE: 7-8-19
REQUEST TO: Administration Committee, Executive Committee, County Board
MEETING DATE: Budget Meeting TBD
REQUEST FROM: Chad Weininger
Director
EFFECTIVE DATE: January 1, 2020

Please select what describes the change(s) you are requesting to your table of organization:

Requesting to Delete Position(s) ☒ Yes ☐ No
Requesting to Create New Position(s) ☒ Yes ☐ No
Requesting to Reclassify Current Position(s) ☐ Yes ☒ No
Is this change for the budget process? ☒ Yes ☐ No

ISSUE/BACKGROUND INFORMATION:

The HR Generalist team has taken on additional duties that were previously done by one of the HR Associates. Because of this, one of the HR Associate positions can be eliminated and team members can be brought up to midpoint in their respective ranges.

ACTION REQUESTED:

Delete 1.0 HR Associate
Delete 3.0 HR Generalists at \$23.26 an hour; Add 3.0 HR Generalists at \$26.49 an hour
Delete 1.0 Senior HR Generalist at \$26.37 an hour; Add 1.0 Senior HR Generalist at \$30.12 an hour

nd 11c

Current Position Information:

| | |
|---|---|
| Job Title: | HR Generalist |
| Position #: | 112.100.064, 102.100.064, 103.100.064 |
| Worksite: | Northern Bldg |
| Managing Position #: | 105.100.064 |
| Does this position manage other positions? | No |
| Hourly Rate: | \$23.26 |
| Annual Hours: | 2080 |
| FTE: | 0.5 |
| Pay Grade: | 6 |
| Exempt/Non-Exempt: | Exempt |
| GL Account #: | 100.064.001 |

| | |
|---|----------------------|
| Job Title: | Senior HR Generalist |
| Position #: | 105.100.064 |
| Worksite: | Northern Building |
| Managing Position #: | 104.010.064 |
| Does this position manage other positions? | Yes |
| Hourly Rate: | \$26.37 |
| Annual Hours: | 2080 |
| FTE: | 1.0 |
| Pay Grade: | 7 |
| Exempt/Non-Exempt: | Exempt |
| GL Account #: | 100.064.001 |

| | |
|---|-------------------|
| Job Title: | HR Associate |
| Position #: | 107.100.064 |
| Worksite: | Northern Building |
| Managing Position #: | 105.100.064 |
| Does this position manage other positions? | No |
| Hourly Rate: | \$18.00 |
| Annual Hours: | 2080 |
| FTE: | 1.0 |
| Pay Grade: | F |
| Exempt/Non-Exempt: | Non-Exempt |
| GL Account #: | 100.064.001 |

Proposed Position Information:

| | |
|---|---|
| Job Title: | HR Generalist |
| Position #: | 112.100.064, 102.100.064, 103.100.064 |
| Worksite: | Northern Bldg |
| Managing Position #: | 105.100.064 |
| Does this position manage other positions? | No |
| Hourly Rate: | \$26.49 |
| Annual Hours: | 2080 |
| FTE: | 1.0 |
| Pay Grade: | 6 |
| Exempt/Non-Exempt: | Exempt |
| GL Account #: | 100.064.001 |

| | |
|---|----------------------|
| Job Title: | Senior HR Generalist |
| Position #: | 105.100.064 |
| Worksite: | Northern Building |
| Managing Position #: | 104.010.064 |
| Does this position manage other positions? | Yes |
| Hourly Rate: | \$30.19 |
| Annual Hours: | 2080 |
| FTE: | 1.0 |
| Pay Grade: | 7 |
| Exempt/Non-Exempt: | Exempt |
| GL Account #: | 100.064.001 |

| | |
|---|--|
| Job Title: | |
| Position #: | |
| Worksite: | |
| Managing Position #: | |
| Does this position manage other positions? | |
| Hourly Rate: | |
| Annual Hours: | |
| FTE: | |
| Pay Grade: | |
| Exempt/Non-Exempt: | |
| GL Account #: | |

Is this position grant funded? ☐ Yes ☒ No (If yes, attach a copy of the grant.)
Are benefits covered by the grant? ☐ Yes ☐ No

Are the duties of this position mandated? ☐ Yes ☒ No

1. What caused the increase in duties to justify adding this position?

N/A – a new position is not being added.

2. Are duties currently being done?

Yes, the generalist team has taken on the duties

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3. List alternative methods for accomplishing this work or methods for doing this work without existing or additional staff.

N/A

4. What service(s) would be reduced or eliminated if position is not created?

N/A

5. Please list the qualifications or combined education and experience for an individual filling this position.

N/A

6. MUST INCLUDE CURRENT JOB DESCRIPTION WITH THIS REQUEST

FISCAL IMPACT:

NOTE: The fiscal impact portion is initially completed by the requestor, but verified by HR and Administration and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
- a. If yes, what is the estimated amount of the impact? (22,688)
- b. If part of a bigger project, what is the total amount of the project? \$ _____
- c. Is it currently budgeted? ☐ Yes ☐ No
1. If yes, in which account #? _____
2. If no, how will the impact be funded? _____

| Annualized Budget Impact | FTE | Addition/ Deletion | Salary | Fringe | Total |
|---|------|-----------------------|-------------|------------|-------------------|
| Human Resources Associate \$18.00/hr Position # 107.100.064 Hours: 2096 | 1.00 | Deletion | (\$37,728) | (\$20,134) | (\$57,862) |
| Human Resource Generalist \$23.26/hr Position #s 112.100.064, 102.100.064, 103.100.064 Hours: 2096 | 3.0 | Deletion | (\$146,259) | (\$64,630) | (\$210,889) |
| Senior HR Generalist \$26.36/hr Position # 105.100.064 Hours: 2096 | 1.0 | Deletion | (\$55,251) | (\$25,515) | (\$80,766) |
| Human Resource Generalist \$26.49/hr Position #s 112.100.064, 102.100.064, 103.100.064 Hours: 2096 | 3.0 | Addition | \$166,569 | \$68,086 | \$234,655 |
| Senior HR Generalist \$30.19/hr Position # 105.100.064 Hours: 2096 | 1.0 | Addition | \$63,278 | \$26,874 | \$90,152 |
| Annualized Budget Impact | | | | | \$(24,710) |

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HUMAN RESOURCES REVIEW / RECOMMENDATION *(HR only)*

Reviewed by: Kara Navin _____ Date: 7-8-19 _____

Comments: The Generalist team has made everything more efficient in the office and bringing the positions to midpoint is warranted based on deleting a position. _____

Are you in agreement with the department's new position/reclassification request? ☒ Yes ☐ No

DIRECTOR OF ADMINISTRATION REVIEW

OK to proceed with inclusion of this new position/reclassification? ☒ Yes ☐ No

Reviewed/Approved by: _____ Date: 7-15-19
(Director of Administration Signature) *(Date)*

COUNTY EXECUTIVE REVIEW

OK to proceed with inclusion of this new position/reclassification? ☒ Yes ☐ No

Reviewed/Approved by: _____ Date: 7/15/19
(County Executive Signature) *(Date)*

11c

Education & Recreation Committee and Executive Committee

**No. 11d -- RESOLUTION TO APPROVE ELECTRIC AND GAS LINE EASEMENT
REGARDING THE FOX RIVER STATE TRAIL.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Fox River State Recreational Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") the ability to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits/agreements granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), provided that the Trail Manager, who has final authority over issues relating to the management of the Trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR desires to enter into a Underground Electric Line and Natural Gas Line Easement ("Easement"), attached hereto and incorporated herein by reference, with Wisconsin Public Service Corporation ("Permittee") as the Permittee desires a permanent easement upon, within and beneath Trail; and

WHEREAS, pursuant to the Easement, Wisconsin Public Service Corporation as Permittee, is required to submit a construction plan to the Trail Manager, and may not begin work regarding said construction plan unless and until written approval from the Trail Manager is granted and received. The Permittee is also required to obtain all necessary permits, approvals, and licenses prior to starting work, and to comply with all applicable federal, state, and local laws, rules and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Easement between the Wisconsin Department of Natural Resources and Wisconsin Public Service being entered into, and hereby authorizes and directs the Brown County Executive to execute the Easement, indicating the County's acceptance of and consent to the terms and conditions of the Easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-070R
Authored by Parks Department

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor De Wane and seconded by Supervisor Ballard **“to adopt”**.
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11D
ON THE FOLLOWING PAGES



RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 08/13/2019
REQUEST TO: EDUCATION AND RECREATION COMMITTEE
MEETING DATE: 08/29/2019
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance
TITLE: RESOLUTION TO APPROVE TELECOMMUNICATION EASEMENT REGARDING THE
FOX RIVER STATE TRAIL

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Fox River Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve a permanent electric line and natural gas line easement within the Town of Rockland.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project?
\$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded?

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11d

| Document Number | Document Title |
|--|---|
| State of Wisconsin Department of Natural Resources Box 7921 Madison, WI 53707 | UNDERGROUND ELECTRIC LINE AND NATURAL GAS LINE EASEMENT Wis. Stat. s. 23.09(10) and 27.01(2)(g) Form 2200-15 |
| THIS UNDERGROUND ELECTRIC LINE AND NATURAL GAS LINE EASEMENT (hereinafter referred to as the "Easement") made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as the "Grantor") and Wisconsin Public Service Corporation, a Wisconsin corporation, as their interest may appear (hereinafter referred to as the "Grantee"). | |
| RECITALS | |
| WHEREAS , the Grantor is the owner of the former Wisconsin Central Ltd., railroad corridor known today as the "Fox River State Trail" (hereinafter referred to interchangeably as either the "Trail" or the "Premises"); | |
| WHEREAS , the Grantee desires to install, operate, maintain, repair, remove, and replace a single phase 14.4kV underground electrical line within a 2-inch HDPE conduit and a 0.75- inch wrapped steel underground natural gas line under the following described lands of the Grantor located in Brown County, Wisconsin hereinafter referred to as the "Easement Area"); | |
| <u>Township 22 North, Range 20 East, Town of Rockland, Brown County, Wisconsin</u> Section 3: Part of the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of said Section 3, more particularly described as follows: | |
| A 12-foot-wide easement strip, the <u>centerline</u> of which is described as follows: | |
| Commencing at the West one-quarter (W 1/4) corner of Section 3, Township 22 North, Range 20 East; Thence N00°00'49"W along the West line of said Section 3, a distance of 739.79 feet; Thence N89°59'11"E, a distance of 279.95 feet to a point on the West property line of the parcel described in the Brown County Register of Deeds, recorded as Document Number 1795368, and the POINT OF BEGINNING (P.O.B.); Thence S78°55'54"E, a distance of 100.00 feet to a point on the East property line of said parcel, and the POINT OF TERMINATION (P.O.T.). | |
| The Easement Area is 100 feet in total length, 0.03 acres in size, and is shown on attached Exhibit "A". | |
| NOW, THEREFORE , the undersigned Grantor does hereby grant and convey to the Grantee, and its corporate successors in interest, for and in valuable consideration of the sum of Five Hundred Dollars (\$500.00), receipt and sufficiency of which are hereby acknowledged by the Grantor, this permanent non-exclusive Easement allowing Grantee to install, operate, maintain, repair, remove, and replace one 2-inch HDPE conduit containing a #1AL JKT 14.4kVA primary wire and one 0.75-inch steel wrapped natural gas pipe (hereinafter referred to as the "underground utility lines") in the Easement Area. | |
| It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following | |
| <div style="text-align: right;"> Including updated ST conditions from CE9802 Including UGE &UGNG conditions from CE9687 </div> <div style="border: 1px solid black; padding: 5px;"> Recording Area Return: Department of Natural Resources Bureau of Facilities & Lands – LF/6 P.O. Box 7921 Madison, WI 53707-7921 Attn: Closing Officer (CE-) </div> <div style="border: 1px solid black; padding: 5px;"> Parcel Identification Number (PIN): R-41 </div> | |

conditions:

1. The Grantee and the Grantor confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Brown County is the owner and holder of a Trail Management Easement on the Premises for the construction, development, maintenance and operation of the trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager"). When notification is required herein, the Trail Manager instead of the Grantor shall be the point of contact regarding the installation, use and maintenance of the underground electrical line, as the Trail Manager has control and authority over issues relating to the management of the Trail.
3. The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, maintenance, repair, removal and replacement of the underground utility lines which are to be directionally bored within the Easement Area(s). Any additional lines, conduits, pipes, structures, or replacements greater than described herein, will require the prior written approval of the Grantor, and may require the Grantee to apply for a new, separate easement as determined by the Grantor.
4. This conveyance is subject to reactivation for rail service; therefore, the Grantee and its successors and assigns are restricted from materially changing the grade or topography of the property for any reason and also prohibited from constructing, installing, or removing anything which violates the published practices and procedures of the American Railway Engineering and Maintenance-of-Way Association (AREMA) (or its successor(s)), from taking any action that would make such reactivation impracticable, and from allowing installation of any facility that does not conform to AREMA-required standards or clearances. The underground utility lines shall be installed by directional boring under the Trail. The Grantee shall insure its installation and use of the easement conforms with the standards, practices, procedures, and clearances established by the National Electric Safety Code, National Fuel Gas Code, and AREMA, as well as the standards set forth by the railroad company with restoration authority over the property.
5. This Easement is limited to the Grantee and is not transferrable to a third-party, except after written notification and consent of Grantor provided, however, that Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional physical co-location of facilities by unaffiliated third parties without the prior written consent from the Grantor, which may require an amendment to the Easement.
6. The Easement shall be non-exclusive, and the Grantor may use the Easement Area(s) and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
7. Grantee shall submit a written notification of project commencement to Grantor at least 5 working days prior to initiation of any construction, installation, maintenance, repair, removal or replacement work on the Easement Area(s). The Grantee shall receive approval from the Grantor's Trail Manager prior to commencing any project. If an emergency arises within the Easement Area(s) requiring immediate action by the Grantee, the Grantee shall immediately notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation.
8. Grantor grants to the Grantee the right to enter upon the Grantor's property outside of the Easement Area(s) for the purpose of gaining access to the Easement Area(s) for the purpose of installing, operating,

- 2 -

11d

maintaining, repairing, removing and replacing the underground utility lines and for the performance of any and all other such acts necessary for the proper installation, operation maintenance, repair, removal and replacement of said underground utility lines.

9. Grantee may cut, trim and remove any of Grantor's brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said underground utility lines or the operation thereof. Any such undertakings shall be done with the prior written approval and under the supervision of the Trail Manager. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Trail Manager off site before project completion. When the removal of a tree is permitted, the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Trail Manager.
10. All signage placed by the Grantee for purposes of project activities shall have prior written approval from the Grantor.
11. The Grantee shall maintain the Easement Area(s) in a decent, sanitary, and safe condition during construction, installation, operation, maintenance, repair, removal and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area(s).
12. The Grantee is responsible for determining if there are any existing utility lines located within the Easement Area(s). Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utility lines located within the Easement Area(s).
13. This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances affecting the design, materials or performance of the permitted activity and does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.
14. Grantee shall take extreme care to avoid disturbing other facilities on the Easement Area(s), including drainage and wetlands, if any. All water regulations must be permitted and followed accordingly. No work may be done that encourages water to drain onto the Grantor's adjoining land.
15. The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's express abandonment of the Easement Area(s); or
 - b. An implied abandonment as evidenced by the non-use by Grantee of the Easement Area(s) for utility purposes for a consecutive period of 2 years.
16. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and replacement of the underground utility lines;
 - b. Any defect in the underground utility lines or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area(s) or any of Grantor's adjoining land.
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.
 - e. Any defect of insufficiency of title or authority of the Grantor to convey this Easement.

17. At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the underground utility line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area(s) until adequate evidence of financial responsibility is again provided to the Grantor.

OR

The Grantee is self-insured. A certificate to that effect shall be provided prior to execution of the easement and thereafter upon request, and Grantee shall notify Grantor and the Trail Manager prior to any change in Grantee's self-insured status.

18. All notices or other writings this easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
- To the Grantor: Terry H. Bay, Facilities and Lands Bureau Director, WDNR, 101 South Webster Street, Madison, WI 53707. Phone Number (608) 266-2136.
 - To the Trail Manager: Brown County Park Department, PO Box 23600, Green Bay, WI 54305 Phone Number: 920-448-4464.
 - To the Grantee: Manager of Real Estate Services, Wisconsin Public Service Corp., P.O. Box 19001, Green Bay, WI 54307. Phone Number: (800) 450-7260.
 - The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
19. The Grantor retains management, supervision and control over the Easement Area(s) for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands and provides for the protection of the natural resources, as well as other pertinent state laws, when needed to protect the Easement Area(s) or the general public.
20. The Grantor does not represent or warrant that title to the Easement Area(s) is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area(s).
21. In event of a necessary relocation of the underground utility lines, whether initiated by the Grantor, a Railroad with an interest in the Trail, the Grantee, or any other entity, the costs associated with relocating the utility shall be borne by the Grantee.
22. This Easement shall be binding on the parties hereto and their successors and assigns, as limited by condition 5, above.
23. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

24. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
25. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
26. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
27. Additional Terms and Conditions specifically pertinent to this Easement will be valid if enumerated below:
 - a. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - i. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Trail Manager. Any trail closure of more than 1 day may be done only with prior written permission of the Trail Manager.
 - ii. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing trail traffic.
 - iii. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager.
 - iv. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - v. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - vi. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - vii. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
 - viii. Any and all ground settling or trail surface damage caused by the exercise of the Grantee's rights within a 2 year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within 20 days of notification by the Trail Manager of needed repairs or restoration,

repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.

- ix. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by the Trail Manager.
- b. Conveyance of this Easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Owner prior to the execution of this Easement. The Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. The Grantee shall: (1) not materially change the grade or topography of the Easement Area (s); (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
- c. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged area in a timely, workmanlike manner consistent with the original condition of said crossing at the beginning of this Easement. The Grantee agrees to reimburse the Grantor for any property damage to the Grantor's subject property that may arise from the construction, maintenance, or use of the crossing on the Grantor's described lands.
- d. Use of pesticides and herbicides shall only be allowed with the prior written permission of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. property manager and the DNR Pesticide Use Team), at least annually, the chemicals that will and have been applied on the Premises and the Easement Area(s), including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated and total amount of chemicals.

END OF CONDITIONS

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on its behalf this _____ day of _____, 2019.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2019, the above named Terry H. Bay, Bureau Director for Facilities and Lands, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

* Aubrey F. Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Fox River State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as recorded on August 28, 2000 as Document No. 1769733 and as recorded on December 12, 2001 as Document No. 1863067 all in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this underground electric line and natural gas line easement on this _____ day of _____, 2019.

Brown County

By: _____ (SEAL)

Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Troy Streckenbach, County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*

Notary Public, State of Wisconsin

My commission (expires) (is) _____

*Please print names

IN WITNESS WHEREOF the Grantee has agreed to and caused this easement to be executed on its behalf this _____ day of _____, 2019.

Wisconsin Public Service Corporation

By _____ (SEAL)
Kim M. Michiels – Real Estate Agent

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Kim M. Michiels – Real Estate Agent, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

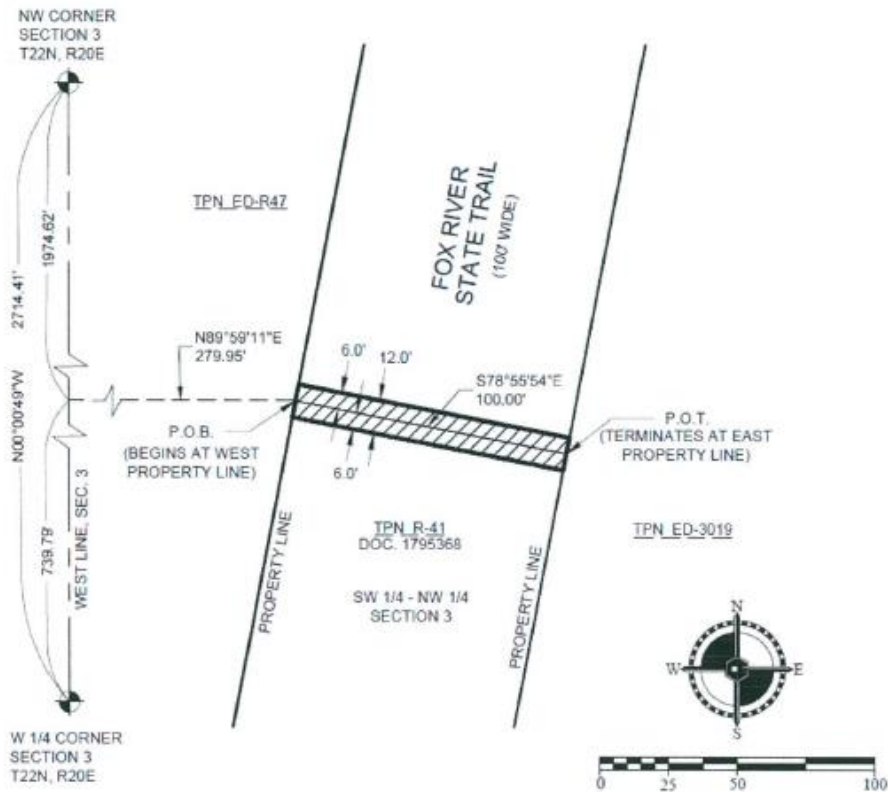
* _____
Notary Public, State of Wisconsin
My commission (expires) (is) _____

* Please print name.

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

EXHIBIT "A"

PART OF THE PARCEL DESCRIBED IN BROWN COUNTY REGISTER OF DEEDS, RECORDED AS DOCUMENT NUMBER 1795368, BEING PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4 - NW 1/4) OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, COUNTY OF BROWN, STATE OF WISCONSIN



LEGAL DESCRIPTION FOR CENTERLINE OF A 12 FOOT WIDE UTILITY EASEMENT

Commencing at the West one-quarter (W 1/4) corner of Section 3, Township 22 North, Range 20 East; thence N00°00'49"W along the West line of said Section 3, a distance of 739.79 feet; thence N89°59'11"E, a distance of 279.95 feet to a point on the West property line of the parcel described in the Brown County Register of Deeds, recorded as Document Number 1795368, and the POINT OF BEGINNING (P.O.B.).

Thence S78°55'54"E, a distance of 100.00 feet to a point on the East property line of said parcel, and the POINT OF TERMINATION (P.O.T.).

| LEGEND | |
|--------|----------------------|
| P.O.B. | POINT OF BEGINNING |
| P.O.T. | POINT OF TERMINATION |
| TPN | TAX PARCEL NUMBER |
| | UTILITY EASEMENT |

BEARINGS ARE BASED ON BROWN COUNTY COORDINATE SYSTEM

Page 1 of 1



PREPARED FOR:

Wisconsin Public Service Corporation



700 North Adams Street
P.O. Box 1000
Green Bay, WI 54301-0100
Phone: 920-435-3800 Fax: 920-435-4811

DATE: 3/28/19

WPS PROJ: 2806072

CEC JOB #: 190241

SKETCH SCALE: 1" = 50'

11d

**No. 11e -- RESOLUTION TO APPROVE UNDERGROUND TELECOMMUNICATION
EASEMENT REGARDING MOUNTAIN BAY TRAIL.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Fox River State Recreational Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") the ability to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits/agreements granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), provided that the Trail Manager, who has final authority over issues relating to the management of the Trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR desires to enter into a Underground Electric Line and Natural Gas Line Easement ("Easement"), attached hereto and incorporated herein by reference, with Wisconsin Public Service Corporation ("Permittee") as the Permittee desires a permanent easement upon, within and beneath Trail; and

WHEREAS, pursuant to the Easement, Wisconsin Public Service Corporation as Permittee, is required to submit a construction plan to the Trail Manager, and may not begin work regarding said construction plan unless and until written approval from the Trail Manager is granted and received. The Permittee is also required to obtain all necessary permits, approvals, and licenses prior to starting work, and to comply with all applicable federal, state, and local laws, rules and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents to the attached Easement between the Wisconsin Department of Natural Resources and Wisconsin Public Service being entered into, and hereby authorizes and directs the Brown County Executive to execute the Easement, indicating the County's acceptance of and consent to the terms and conditions of the Easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-070R
Authored by Parks Department
Final Draft Approved by Corporation Counsel

A motion was made by Supervisor De Wane and seconded by Supervisor Lefebvre **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11E
ON THE FOLLOWING PAGES



RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 08/13/2019
REQUEST TO: EDUCATION AND RECREATION COMMITTEE
MEETING DATE: 08/29/2019
REQUEST FROM: Matt Kriese
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO APPROVE TELECOMMUNICATION EASEMENT REGARDING THE MOUNTAIN BAY STATE TRAIL

ISSUE/BACKGROUND INFORMATION:

The WI DNR is the owner of the Mountain Bay Trail, and the County holds a Trail Management Easement. This resolution authorizes the County to approve a permanent an Underground Telecommunication Easement within the Village of Howard.

ACTION REQUESTED:

Request to Approve this Resolution

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☐ Yes ☒ No
 - a. If yes, what is the amount of the impact? \$ _____
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☐ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? _____

x COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

He

| Document Number | Document Title |
|---|--|
| State of Wisconsin Department of Natural Resources Box 7921 Madison, WI 53707 | UNDERGROUND TELECOMMUNICATION EASEMENT |
| | Wis. Stat. ss. 23.09(10) Form 2200-15 |
| <p>THIS UNDERGROUND TELECOMMUNICATION EASEMENT (hereinafter referred to as "Easement") made by and between the State of Wisconsin Department of Natural Resources (hereinafter referred to as the "Grantor") and AT & T Wisconsin Inc., a domestic business, as their interest may appear (hereinafter referred to as the "Grantee").</p> | |
| <p>RECITALS</p> | |
| <p>WHEREAS, the Grantor is the owner of the former Wisconsin Central Ltd., railroad corridor known today as the "Mountain Bay State Trail" (hereinafter referred to interchangeably as either the "Trail" or the "Premises");</p> | |
| <p>WHEREAS, the Grantee desires to install, operate, maintain, repair, remove, and replace one 72 strand fiber optic telecommunication cable and within a 1.25-inch HDPE innerduct and two additional 1.25-inch HDPE innerducts reserved for future use under the following described lands owned by the Grantor by directional drilling at a minimum depth of 15-feet; and</p> | |
| <p>WHEREAS, the fiber optic telecommunication cable will be installed within a 5-foot-wide corridor, within the south right-of-way of Partridge Road, under, and through the following described lands of the Grantor located in Brown County, Wisconsin (hereinafter referred to as the "Easement Area"):</p> | |
| <p><u>Township 24 North, Range 20 East, Village of Howard, Brown County, Wisconsin</u></p> | |
| Section 5: | That part of the Northwest (NW¼) Quarter of the Southwest (SW¼) Quarter of said Section 5, more particularly described as follows: |
| <p>A 5-foot-wide utility easement corridor, the centerline of which is described as follows:</p> | |
| Commencing at the Northwest Corner of Lot 30, Meacham's Pine Crest Subdivision; Thence Westerly 2.5' along the Southerly property line of Parcel VH-192 (also known as Mountain-Bay State Trail); Thence Northerly and parallel to the East ROW line of Pinecrest Road, 100' to a point on 2.5' Westerly of said East ROW line of Pinecrest Road, and the Point of Termination. | |
| <p>The Easement Area is 100 feet in total length, 0.01 acres in size, and is shown on attached Exhibit "A".</p> | |
| <p>NOW, THEREFORE, the undersigned Grantor does hereby grant and convey to the Grantee, and its corporate successors in interest, with waiver of all fees, appraisal and land costs pursuant to ss. 24.40 Wis. Stats., and as hereby acknowledged by the Grantor, this non-exclusive Easement allowing Grantee to install, operate, maintain, repair, remove and replace a single 72 strand fiber optic telecommunication cable encased within a</p> | |

Based on CE 9802 - AT&T

Recording Area
 Return: Department of Natural Resources
 Bureau of Facilities & Lands - LF/6
 P.O. Box 7921
 Madison, WI 53707-7921
 Attn: Bill Peterson (CE-)

Parcel Identification Number (PIN):

 VH-192

11e

1.25-inch innerduct and two additional 1.25-inch HDPE innerducts reserved for future use in the Easement Area.

It is understood by the Grantor and the Grantee that this grant of non-exclusive Easement is subject to the following conditions:

1. The Grantee and the Grantor confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.
2. Brown County is the owner and holder of a Trail Management Easement on the Premises for the construction, development, maintenance and operation of the trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager"). When notification is required herein, the Trail Manager instead of the Grantor shall be the point of contact regarding the installation, use and maintenance of the underground fiber optic telecommunications line, as the Trail Manager has control and authority over issues relating to the management of the Trail.
3. The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation, maintenance, repair, removal and replacement of a fiber optic telecommunication cable which is to be directionally bored within the Easement Area(s). Any additional ducts, cables, or other structures, or duct, cable or other upgrades will require prior written approval of the Grantor and may require the Grantee to apply for a new, separate easement as determined by the Grantor.
4. This conveyance is subject to reactivation for rail service; therefore, the Grantee and its successors and assigns are restricted from materially changing the grade or topography of the property for any reason and also prohibited from constructing, installing, or removing anything which violates the published practices and procedures of the American Railway Engineering and Maintenance-of-Way Association (AREMA) (or its successor(s)), from taking any action that would make such reactivation impracticable, and from allowing installation of any facility that does not conform to AREMA-required standards or clearances. The underground fiber optic telecommunications line shall be installed by directional boring under the Trail. The Grantee shall insure its installation and use of the easement conforms with the standards, practices, procedures, and clearances established by the National Electric Safety Code and AREMA, as well as the standards set forth by the railroad company with restoration authority over the property.
5. This Easement is limited to the Grantee and is not transferrable to a third-party, except after written notification and consent of Grantor provided, however, that Grantee may assign this Easement to its affiliate with notice to Grantor. For purposes of this section, "affiliate" means any entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with Grantee. The Grantee will not have the right to allow additional physical co-location of facilities by unaffiliated third parties without the prior written consent from the Grantor, which may require an amendment to the Easement.
6. The Easement shall be non-exclusive, and the Grantor may use the Easement Area(s) and may lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.
7. Grantee shall submit a written notification of project commencement to Grantor at least 5 working days prior to initiation of any construction, installation, maintenance, repair, removal or replacement work on the Easement Area(s). The Grantee shall receive approval from the Grantor's Trail Manager prior to commencing any project. If an emergency arises within the Easement Area(s) requiring immediate

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action by the Grantee, the Grantee shall immediately notify the Grantor's Trail Manager that an emergency exists and that the Grantee is proceeding to correct the emergency situation.

8. Grantor grants to the Grantee the right to enter upon the Grantor's property outside of the Easement Area(s) for the purpose of gaining access to the Easement Area(s) for the purpose of installing, operating, maintaining, repairing, removing and replacing the underground fiber optic telecommunication cable and for the performance of any and all other such acts necessary for the proper installation, operation maintenance, repair, removal and replacement of said fiber optic telecommunication cable.
9. Grantee may cut, trim and remove any of Grantor's brush, trees, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said underground fiber optic telecommunication cable or the operation thereof. Any such undertakings shall be done with the prior written approval and under the supervision of the Trail Manager. Accepted arborist pruning/removal and equipment practices must be adhered to and all waste debris, stumps and slash must be removed and disposed of by the Grantee in a manner acceptable to the Trail Manager off site before project completion. When the removal of a tree is permitted, the stump shall be cut flush with the ground or be removed. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Trail Manager.
10. All signage placed by the Grantee for purposes of project activities shall have prior written approval from the Grantor.
11. The Grantee shall maintain the Easement Area(s) in a decent, sanitary, and safe condition during construction, installation, operation, maintenance, repair, removal and replacement, and at no time shall the Grantee allow its work to cause a hazard or unsafe conditions on the Easement Area(s).
12. The Grantee is responsible for determining if there are any existing utility lines located within the Easement Area(s). Grantee is responsible for any and all damages, costs or liabilities that result from damages caused by the Grantee to existing utility lines located within the Easement Area(s).
13. This Easement does not relieve Grantee from the responsibility to comply with all applicable federal and state laws and local ordinances affecting the design, materials or performance of the permitted activity and does not supersede any other governmental requirements for plan approval or for authority to undertake the permitted activity or exercising any other rights granted herein.
14. Grantee shall take extreme care to avoid disturbing other facilities on the Easement Area(s), including drainage and wetlands, if any. All water regulations must be permitted and followed accordingly. No work may be done that encourages water to drain onto the Grantor's adjoining land.
15. The Easement shall automatically terminate, without right of reentry, upon:
 - a. Grantee's express abandonment of the Easement Area(s); or
 - b. An implied abandonment as evidenced by the non-use by Grantee of the Easement Area(s) for utility purposes for a consecutive period of 2 years.
16. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or damage to any property or bodily injury including death, arising directly or indirectly from:
 - a. The construction, installation, operation, maintenance, existence, use, repair, removal and replacement of the underground telecommunication line;

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- b. Any defect in the telecommunication line or failure thereof;
 - c. Any act or omission of the Grantee, its agents or employees while on or about the Easement Area(s) or any of Grantor's adjoining land.
 - d. Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.
 - e. Any defect of insufficiency of title or authority of the Grantor to convey this Easement.
17. At all times the Grantee shall be required to provide the Grantor adequate evidence of financial responsibility to meet the liabilities, losses, demands and actions from which the Grantee is required to meet. Evidence of adequate financial responsibility shall be either appropriate evidence that the Grantee is self-insured and has sufficient resources to provide coverage equivalent to an insurance policy having combined single limits of not less than \$500,000.00 or, alternatively, evidence of an appropriate insurance policy having combined single limits of not less than \$500,000.00. Upon request, the Grantee shall furnish the Grantor the requisite certificate, or other proof of insurance showing that the Grantor and its officers, employees and agents, are named as additional insureds under the insurance policy. The Grantor may require greater evidence of resources or higher limits of insurance coverage if it determines that greater coverage is reasonably required to cover the risks presented by the underground line. The Grantee shall furnish the Grantor evidence of adequate financial responsibility on or before the effective date of the Easement. If at any time the Grantor determines that the Grantee has not provided adequate evidence of financial responsibility, the Grantee shall immediately suspend any construction, installation, operation, maintenance, repair, removal or replacement on the Easement Area(s) until adequate evidence of financial responsibility is again provided to the Grantor.
18. All notices or other writings this easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:
- a. To the Grantor: Terry H. Bay, Facilities and Lands Bureau Director, WDNR, 101 South Webster Street, Madison, WI 53707. Phone Number (608) 266-2136.
 - b. To the Trail Manager: Brown County Park Department, PO Box 23600, Green Bay, WI 54305 Phone Number: 920-448-4464.
 - c. To the Grantee: Garrett Barth, AT&T, 70 East Division Street, Fond du Lac, WI, 54935. Phone Number 414-702-6518.
 - d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.
19. The Grantor retains management, supervision and control over the Easement Area(s) for the purpose of enforcing Chapter NR 45, Wis. Adm. Code, which governs the conduct of visitors to state lands and provides for the protection of the natural resources, as well as other pertinent state laws, when needed to protect the Easement Area(s) or the general public.
20. The Grantor does not warrant that title to the Easement Area(s) is free and clear of all encumbrances or that it will defend the Grantee in its peaceful use and occupancy of the Easement Area(s).
21. In event of a necessary relocation of this fiber optic utility, whether initiated by the Grantor, a Railroad with an interest in the Trail, the Grantee, or any other entity, the costs associated with relocating the utility shall be borne by the Grantee.
22. This Easement shall be binding on the parties hereto and their successors and assigns, as limited by condition 5, above.
23. This Easement shall be construed and enforced in accordance with the internal laws of the State of

file

Wisconsin.

24. This Easement sets forth the entire understanding of the Grantor and the Grantee and may not be changed except by a written document executed and acknowledged by the Grantor and the Grantee.
25. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
26. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.
27. Additional Terms and Conditions specifically pertinent to this Easement will be valid if enumerated below:
 - a. Relating to installation, construction, operation, maintenance, and replacement work within the Easement Area, work shall be completed as follows:
 - i. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Trail closures will not be allowed during snowmobile season and may not be allowed at certain times during bicycling season depending on planned events, activities, or volume of use. All closures must be coordinated with the Trail Manager. Any trail closure of more than 1 day may be done only with prior written permission of the Trail Manager.
 - ii. If the Trail must be blocked at any time due to safety, a flag person must be present or appropriate signage must be installed such that trail users are informed of the blockage and an acceptable detour (if needed) must be provided by the Grantee so users can pass through safely. Grantee shall not use the trail right-of-way for backing of any equipment unless a flag person is present and directing trail traffic.
 - iii. Warning signs, lights, or such other safety markers as necessary shall be placed informing trail users of any construction work or as otherwise directed by the Trail Manager.
 - iv. If needed, as determined by the Trail Manager, Grantee shall place passable barricades at entry points for trail users that require trail users to substantially reduce their speed and proceed single file. Barricade points must include signs stating that construction activities are taking place along the trail, listing a reduced speed limit, and indicating 2-way, single-file traffic.
 - v. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead in both directions.
 - vi. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.
 - vii. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Premises restored as promptly as possible by Grantee following its work. If soils are not frozen or stable to a

11e

- point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access installation, construction, maintenance, or replacement locations.
- viii. Any and all ground settling or trail surface damage caused by the exercise of the Grantee's rights within a 2 year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Trail Manager. Upon failure to perform by the Grantee within 20 days of notification by the Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Trail Manager and the Grantee shall be liable for all costs associated with such repairs and restoration.
 - ix. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in writing by the Trail Manager.
- b. Conveyance of this Easement may be encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this Easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Owner prior to the execution of this Easement. The Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this Easement upon the discretion of the railroad. The Grantee shall: (1) not materially change the grade or topography of the Easement Area (s); (2) not construct and install or remove any permanent improvement which violates American Railway Engineering and Maintenance-of-Way Association ("AREMA"), or its successors, published practices and procedures or would make such reestablishment of railroad impracticable; and (3) not allow the installation of any facility, above or below grade that does not conform to AREMA's standards or clearances for railroad.
 - c. If any portion of the Trail is damaged or destroyed by the Grantee, the Grantee shall be solely responsible to repair and restore the damaged area in a timely, workmanlike manner consistent with the original condition of said crossing at the beginning of this Easement. The Grantee agrees to reimburse the Grantor for any property damage to the Grantor's subject property that may arise from the construction, maintenance, or use of the crossing on the Grantor's described lands.
 - d. Use of pesticides and herbicides shall only be allowed with the prior written permission of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at <https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides>. Grantee shall report to the Grantor (i.e. property manager and the DNR Pesticide Use Team), at least annually, the chemicals that will and have been applied on the Premises and the Easement Area(s), including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated and total amount of chemicals.

END OF CONDITIONS

11e

IN WITNESS WHEREOF, the Grantor has caused this easement to be executed on its behalf
this _____ day of _____, 2019.

State of Wisconsin
Department of Natural Resources
For the Secretary

By: _____ (SEAL)
Terry H. Bay
Bureau Director - Facilities and Lands

State of Wisconsin)
) ss.
Dane County)

Personally came before me this _____ day of _____, 2019, the above
named Terry H. Bay, Bureau Director for Facilities and Lands, State of Wisconsin Department of Natural
Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he
executed and delivered the same as for the act and deed of said Department of Natural Resources.

Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____

He

CONSENT TO EASEMENT

IN WITNESS WHEREOF, Brown County, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Mountain-Bay State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as recorded on October 25, 2002 as Document No. 1943638 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this underground telecommunication easement on this _____ day of _____, 2019.

Brown County

By: _____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2019, the above named Troy Streckenbach, County Executive, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print names

He

IN WITNESS WHEREOF, the Grantee has agreed to and caused this Easement to be executed on its behalf this _____ day of _____, 2019.

AT&T

By: _____ (SEAL)
Matt Grimm
AT&T Engineer

State of Wisconsin)
) ss.
Fond du Lac County)

Personally appeared before me this _____ day of _____ 2019, the above named Matt Grimm, Engineer – AT&T, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

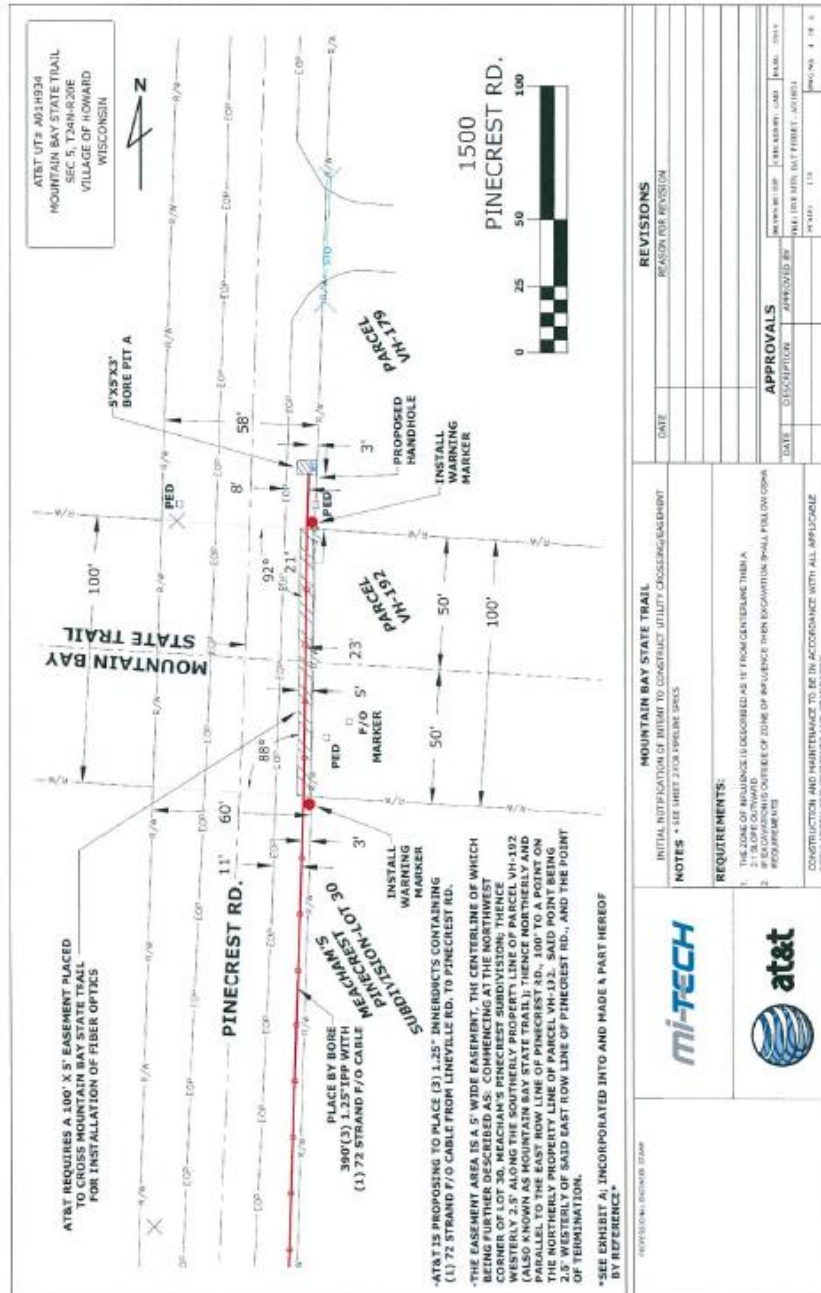
*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

*Please print names

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

He

EXHIBIT "A"



Executive Committee

No. 11f -- AN ORDINANCE TO STRIKE SUBSECTIONS 3.01 (3) AND (4) OF CHAPTER 3 OF THE BROWN COUNTY CODE OF ORDINANCES (STRIKE PREVAILING WAGE LAW LANGUAGE).

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsections 3.01 (3) and (4) of Chapter 3 are hereby stricken as follows:

~~(3) Prevailing Wage Rate. (a) The County Clerk shall obtain from the Wisconsin Department of Workforce Development the prevailing wage rate, hours of labor, and hourly basic pay rates for each trade or occupation required in any public work project by Brown County.~~

~~(b) All contractors or sub-contractors on any Brown County public works project shall pay the prevailing wage rates, including overtime, as determined by the State Department Workforce Development, to all of their employees engaged on any such project.~~

~~(c) The Director of Facilities shall notify the County Clerk whenever a public work project begins or ends and the name of the contractors involved. Each contractor engaged upon a public work project shall file with the County Clerk, within 10 days after the close of each week, a weekly or payroll period report of all employees engaged in such project. Such report shall be made in a form specified by the County Clerk.~~

~~(4) Penalty. Any person violating any provisions of this section may be required to forfeit not less than \$10 nor more than \$200. The failure to pay the required wage to an employee for any one week or part thereof, or the failure to file the report in any one week, shall be deemed a separate offense.~~

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 09/26/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 09/18/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 09/18/2019
COUNTY BOARD CHAIR (Date)

19-0780

Authored by: Corporation Counsel at the request of the Department of Administration
Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

A motion was made by Supervisor Van Dyck and seconded by Supervisor Suennen **“to adopt.”**

A motion by substitution was made by Supervisor Sieber and seconded by Supervisor De Wane **“to amend Section 2 – to strike ‘upon passage and publication pursuant to law’ with ‘if allowable by state law.’ ”** Roll call vote taken.

Roll Call #11f:

Aye: Sieber, De Wane, Hoyer, Gruszynski, Lefebvre, Borchardt, Buckley, Ballard, Linssen, Kneiszel, Tran, Moynihan, Schadewald

Nay: Nicholson, Erickson, Evans, Vander Leest, Landwehr, Dantine, Brusky, Kaster, Van Dyck, Deslauriers, Suennen, Lund, Deneys

Total Ayes: 13 Total Nays: 13

Motion Failed.

A motion was made by Supervisor Sieber and seconded by Supervisor Gruszynski **“to receive and place on file.”**

After discussion from Corporation Counsel, Supervisor Sieber rescinded his motion to receive and place on file.

A motion was made by Supervisor De Wane and seconded by Supervisor Gruszynski **“to refer back to Executive Committee.”** Roll call vote taken.

Roll Call #11f:

Aye: Sieber, De Wane, Gruszynski, Lefebvre, Borchardt, Ballard, Tran, Moynihan

Nay: Nicholson, Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Suennen, Schadewald, Lund, Deneys

Total Ayes: 8 Total Nays: 18

Motion Failed.

A motion was made by Supervisor Evans and seconded by Supervisor Buckley **“to approve.”**
Roll call vote taken.

Roll Call #11f:

Aye: Nicholson, Hoyer, Erickson, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Suennen, Schadewald, Lund, Deneys

Nay: Sieber, De Wane, Gruszynski, Lefebvre, Borchardt, Ballard, Tran, Moynihan

Total Ayes: 18 Total Nays: 8

Motion Carried.

ATTACHMENT TO ORDINANCE #11F
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
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EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 09-04-2019
REQUEST TO: Executive Committee and Co Board
MEETING DATE: 09-09-2019 and 09-18-2019, respectively
REQUEST FROM: Dave Hemery
Corp Counsel per Department of Administration Request
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

**TITLE: AN ORDINANCE TO STRIKE SUBSECTIONS 3.01 (3) AND (4) OF CHAPTER 3
OF THE BROWN COUNTY CODE OF ORDINANCES
(STRIKE PREVAILING WAGE LAW LANGUAGE)**

ISSUE/BACKGROUND INFORMATION:

Ordinance Amendment requested by Department of Administration. PREVIOUSLY, prevailing wage laws applied to public construction work and generally required employers to pay workers the hourly wage and fringe benefits paid to the majority of workers in a particular county. CURRENTLY, the 2017-2019 Wisconsin State Budget (2017 Wisconsin Act 59) has repealed Wisconsin's prevailing wage laws.

ACTION REQUESTED:

Consideration and action.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? 0.
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

116

No. 11g -- **AN ORDINANCE TO AMEND SUBSECTIONS 4.155 (2) AND (3) OF CHAPTER 4 OF THE BROWN COUNTY CODE OF ORDINANCES (BENEFITS ADVISORY SUBCOMMITTEE).**

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsections 4.155 (2) and (3) of Chapter 4 are hereby amended as follows:

- (2) The Benefits Advisory Committee shall consist of the following members:
- a. One Constitutional Officer
 - b. One Department Head, not Human Resources
 - c. One County Board Supervisor
 - d. One representative from the County's ~~Third Party Administrator~~ **contracted consultant for benefits**
 - e. One Human Resources Benefits Manager
 - ~~f. One Retiree receiving medical benefits through the County~~
 - ~~g.~~ **f.** Six Employees, each one chosen to represent one of the County's six Standing Committees. The employee chosen shall be from a department which is under their Standing Committee, and shall be elected by their peers.
- (3) The members shall serve for a two year term, commencing ~~April~~ **February** 1st and may be re-appointed or re-elected for additional consecutive terms.
- a. Members, listed under 2.a. through f. above, shall be volunteers appointed by the Human ~~Services Director~~ **Resources Manager**, or Benefits Manager, or a designee of the Human Resource Department.
 - b. Members, under ~~2-g.~~ **2f.** above, shall be chosen by elections. Elections shall be handled by the Human Resources Department. All employees interested in serving on the Committee shall submit a letter of interest to the Human Resources Benefits Manager by a date certain. The Human Resource Department shall create six ballots, one for each County Standing Committee, listing the interested employees from the Departments as listed under the respective Oversight Committee pursuant to the County Code Chapter 2. The ballots shall be distributed to the appropriate departments according to their Oversight Committee listing the employees interested in serving on the committee. The employees shall only vote once, and only for one employees listed under their respective Oversight Committee ~~to~~ **to** represent them on the Benefits Advisory Committee. Said ballots shall be returned to Human Resources by a date certain and tabulated with the results announced to the employees and members prior to the ~~April~~ **February** 1 of the year of election.
 - c. Vacancies occurring shall be filled by appointment of the Human Resources ~~Director~~ **s Manager**, or the Benefits Manager or their designee.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

EXECUTIVE COMMITTEE

Approved By:

/s/ Troy Streckenbach 09/26/2019
COUNTY EXECUTIVE (Date)

/s/ Sandra L. Juno 09/25/2019
COUNTY CLERK (Date)

/s/ Patrick W. Moynihan, Jr. 09/26/2019
COUNTY BOARD CHAIR (Date)

19-0760

Authored by: Corporation Counsel at the request of the Executive Committee on 08-12-2019

Approved by: Corporation Counsel

Fiscal Note: This amendment does not require an appropriation from the General Fund.

***Amended by County Board on September 18, 2019 meeting**

A motion was made by Vice Chair Lund and seconded by Supervisor Borchardt **“to adopt.”**

A motion was made by Vice Chair Lund and seconded by Supervisor De Wane **“to change Subsection (3)b members, under 2f above, shall be chosen by elections.”**

A motion was made by Supervisor De Wane and seconded by Supervisor Sieber **“to approve as amended.”** Voice vote take. Motion carried unanimously with no abstentions.

ATTACHMENT TO ORDINANCE #11G
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 09-04-2019
REQUEST TO: Executive Committee and Co Board
MEETING DATE: 09-09-2019 and 09-18-2019, respectively
REQUEST FROM: Dave Hemery
Corp Counsel per Executive Committee Request
REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: AN ORDINANCE TO AMEND SUBSECTIONS 4.155 (2) AND (3) OF CHAPTER 4
OF THE BROWN COUNTY CODE OF ORDINANCES
(BENEFITS ADVISORY SUBCOMMITTEE)

ISSUE/BACKGROUND INFORMATION:

Ordinance Amendment as directed by 08-12-2019 Executive Committee

ACTION REQUESTED:

Consideration and action.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? 0.
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account?
 - b. If no, how will the impact be funded?
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11a

No. 11h -- Resolution Regarding the Sale of Six Additional Parcels of Land – Brown County Golf Course.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Brown County currently owns the Brown County Golf Course (Golf Course), which is made up of various parcels of land; and

WHEREAS, in addition to four parcels of golf course land that have previously been identified as not currently being utilized, and being appropriate for sale on or after October 17, 2019 (i.e., Parcels HB-1421, HB-774, HB-777, and HB-778-1), six additional parcels of such land have also been identified (i.e., Parcels HB-1424, HB-775, and Portions of Parcels HB-764-1, HB-754, HB-755, and HB-749); and

WHEREAS, Brown County now desires to sell all ten parcels of under-utilized Golf Course land, as described above, on or after October 17, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby continues to resolve to sell Parcel Numbers HB-1421, HB-774, HB-777 and HB-778-1; and additionally resolves to sell Parcel Numbers HB-1424, HB-775, and Portions of Parcel Numbers HB-764-1, HB-754, HB-755, and HB-749; on or after October 17, 2019, and hereby authorizes County Administration, Officers and staff to take any and all actions necessary to sell these ten Parcels as described above in this Resolution on or after October 17, 2019.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-085R

Authored by Corporation Counsel at the Direction of the Executive Committee on 09-09-2019
Approved by Corporation Counsel Office

A motion was made by Supervisor Van Dyck and seconded by Supervisor Lefebvre **“to adopt.”**
Voice vote taken. Motion carried with Supervisors Evans, Nicholson and Deslauriers voting nay.

ATTACHMENT TO RESOLUTION #11H
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 09-12-2019
REQUEST TO: County Board
MEETING DATE: 09-18-2019
REQUEST FROM: Dave Hemery, Corp Counsel as directed by Executive Committee on 09-09-2019

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE:

RESOLUTION REGARDING THE SALE OF SIX ADDITIONAL PARCELS OF LAND
- BROWN COUNTY GOLF COURSE -

ISSUE/BACKGROUND INFORMATION:

To make six additional parcels of Golf Course land (in addition to the four already authorized parcels) available for sale on or after 10-17-2019

ACTION REQUESTED:

Consideration

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ 0

Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

llh

Executive Committee and Human Services Committee

No. 11j -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION ACCOUNT CLERK I POSITION.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, there is currently a (0.50) FTE Account Clerk I position and a (0.50) FTE Clerk/Typist I position in the Health and Human Services Department-Community Services Division (“Department”) table of organization; and

WHEREAS, the Department has evaluated their operations and determined that creating a (1.00) FTE Account Clerk I position would create efficiencies, increase flexibility in providing client services and provide capacity to take on additional clients; and

WHEREAS, the Department has identified that a reduction from their office supplies and contracted services accounts could fully cover changing this into a full-time role due to a reduction in checks, envelopes and bank fees due to online banking; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the deletion of a (0.50) FTE Account Clerk I position in pay grade D2 of the Classification and Compensation Plan; the deletion of a (0.50) FTE Clerk/Typist I in pay grade C of the Classification and Compensation Plan; and the addition of one (1.00) FTE Account Clerk I position in pay grade D2 of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Department’s table of organization are hereby approved: the deletion of one (0.50) Account Clerk I position in pay grade D2 of the Classification and Compensation Plan; the deletion of one (0.50) Clerk/Typist I position in pay grade C of the Classification and Compensation Plan; and the addition of one (1.00) Account Clerk I position in pay grade D2 of the Classification and Compensation Plan as stated above and below in the “Budget Impact” section of this Resolution.

Budget Impact: Health and Human Services-Community Services Division

| Annual Budget Impact | FTE | Addition/ Deletion | Salary | Fringe | Total |
|---|------------|-------------------------------|---------------|---------------|--------------|
| Account Clerk I \$18.80/hr Position 104.040.076 Hours: 1,040 | 0.50 | Deletion | (\$19,552) | (\$2,157) | (\$21,709) |
| Clerk/Typist I \$17.55/hr Position 101.076.076 Hours: 1,040 | 0.50 | Deletion | (\$18,252) | (\$2,988) | (\$21,240) |
| Account Clerk I \$17.70/hr Position 104.040.076 Hours: 2,088 | 1.00 | Addition | \$36,958 | \$20,963 | \$57,921 |

| | | | | | |
|---|--|--|--|--|------------|
| Reduction in Office Supplies and Contracted Services | | | | | (\$14,972) |
| Annual Budget Impact | | | | | -0- |

| Partial Budget Impact (9/1/19-12/31/19) | FTE | Addition/ Deletion | Salary | Fringe | Total |
|---|------------|-------------------------------|---------------|---------------|--------------|
| Account Clerk I \$18.80/hr Position 104.040.076 Hours: 1,040 | 0.50 | Deletion | (\$6,392) | (\$705) | (\$7,097) |
| Clerk/Typist I \$17.55/hr Position 101.076.076 Hours: 1,040 | 0.50 | Deletion | (\$5,967) | (\$977) | (\$6,944) |
| Account Clerk I \$17.70/hr Position 104.040.076 Hours: 2,088 | 1.00 | Addition | \$12,854 | \$6,988 | \$19,842 |
| Reduction in Office Supplies and Contracted Services | | | | | (\$5,801) |
| Annual Budget Impact | | | | | -0- |

Fiscal Note: This resolution does not require an appropriation from the General Fund. The increase is offset by a reduction in Office Supplies and Contracted Services.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-064R
Authored by Human Resources
Final Draft Approved by Corporation Counsel's Office

A motion was made by Supervisor Hoyer and seconded by Supervisor Evans **"to adopt."** Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11J
ON THE FOLLOWING PAGE

HUMAN RESOURCES



305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 7-29-19
REQUEST TO: Human Services, Executive, and County Board
MEETING DATE: 8/28/19, 9/9/19 and 9/18/19, respectively
REQUEST FROM: Erik Pritzl
Director
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION ACCOUNT CLERK I POSITION

ISSUE/BACKGROUND INFORMATION:

This request will create efficiencies and increased flexibility in providing client services within the Representative Payee area if two 0.5 FTE part-time positions are consolidated into one 1.0 FTE position. This request includes elimination of the current 0.5 FTE Clerk / Typist I position and changing the current 0.5 FTE Account Clerk I position to a 1.0 FTE position. This change will allow for increased cross-training and better coverage for unexpected leaves and turnover. The additional cost of full-time fringe benefits will be necessary for this change. The costs associated with this change will be paid for through a budget adjustment from 201.076.110.119.5300.001 (Supplies Office) and 201.076.110.119.5700 (Contracted Services). Funding will be decreased from those accounts moving forward as there will be a lower cost for checks and envelopes as well as less bank fees following the transition of clients from the large custodial bank account to individual online bank accounts including automatic bill pay.

ACTION REQUESTED:

Respectfully request that the Human Services Committee and County Board approve an increase in FTE from 0.5 to 1.0 for the open Account Clerk I position (104.040.076) and elimination of a 0.5 FTE part-time Clerk/Typist I position (101.076.076) with no net change in FTE for the Representative Payee Unit.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? _____
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

12/3/2018

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Executive Committee and Planning, Development & Transportation Committee

No. 11k -- RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR UW EXTENSION – ADD HOURS FOR LTE AFTER SCHOOL INSTRUCTORS.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the U.W. Extension received additional grant funding from the Green Bay Area Public School District to add hours to their LTE After School Instructor position (“Position”) to provide after school programming; and

WHEREAS, the school district will reimburse all expenses related to this position; and

WHEREAS, should the funding be eliminated, the Position will end and be eliminated from the U.W. Extension table of organization; and

WHEREAS, Human Resources in conjunction with U.W. Extension recommends, for the above-stated reasons, the deletion of a (0.26) FTE LTE After School Instructor position and the addition of a (0.33) FTE LTE After School Instructor position to the U.W. Extension table of organization.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that it hereby approves of deleting the (0.26) FTE LTE After School Instructor position, and adding a (0.33) FTE LTE Life Skills Educator position, to the U.W. Extension table of organization, as described above and below in the Budget Impact section of this Resolution; and

BE IT FURTHER RESOLVED, that, should said funding end for this position, then this Position will end and be eliminated from the U.W. Extension table of organization.

Budget Impact: UW Extension

| Annualized Budget Impact | FTE | Addition /Deletion | Salary | Fringe | Total |
|--|------------|---------------------------|---------------|---------------|-------------------|
| LTE After School Instructors \$17.00/hr Position # 501.900.083 Hours: 550 | 0.26 | Deletion | (\$9,350) | (\$917) | (\$10,267) |
| LTE After School Instructors \$17.00/hr Position # 501.900.083 Hours: 691 | 0.33 | Addition | \$11,747 | \$951 | \$12,698 |
| Funding from Green Bay Area Public Schools | | | | | (\$2,431) |
| Annualized Budget Impact | | | | | -0- |

| Partial Year Budget Impact (9/23/19-12/31/19) | FTE | Addition /Deletion | Salary | Fringe | Total |
|--|------------|---------------------------|---------------|---------------|------------------|
| LTE After School Instructors | 0.26 | Deletion | (\$2,517) | (\$256) | (\$2,773) |

| | | | | | |
|--|------|----------|---------|-------|----------------|
| \$17.00/hr Position # 501.900.083 Hours: 550 | | | | | |
| LTE After School Instructors \$17.00/hr Position # 501.900.083 Hours: 691 | 0.33 | Addition | \$3,163 | \$256 | \$3,419 |
| Funding from Green Bay Area Public Schools | | | | | (\$646) |
| Partial Budget Impact | | | | | -0- |

Fiscal Note: This resolution does not require an appropriation from the General Fund. The increase is offset by funding from Green Bay Area Public Schools.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 09/26/2019

19-059R
Authored by Human Resources
Final Draft Approved by Corporation Counsel's Office

A motion was made by Supervisor Brusky and seconded by Supervisor Sieber **“to adopt.”**
Voice vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11K
ON THE FOLLOWING PAGE

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 7-1-19
REQUEST TO: Planning, Development & Transportation, Executive, and County Board
MEETING DATE: 8/26/19, 9/9/19 and 9/18/19, respectively
REQUEST FROM: Judy Knudsen
Director
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR UW EXTENSION ADD HOURS FOR LTE AFTERSCHOOL INSTRUCTORS

ISSUE/BACKGROUND INFORMATION:

Extension provides Afterschool programming for the Green Bay Area Public School District. Additional sessions will be added for the 2019 fall semester, resulting in the need for an additional Afterschool Instructor position. The school district will reimburse all expenses related to this position.

ACTION REQUESTED:

Delete 0.26 LTE After School Instructor; Add 0.33 LTE After School Instructor

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$0
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? Funding provided by Green Bay Area Public School District
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

12/3/2018

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No. 12 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

None.

No. 13 -- BILLS OVER \$5,000 FOR PERIOD ENDING AUGUST 31, 2019.

A motion was made by Supervisor Borchardt and seconded by Supervisor De Wane **“to pay the bills for the period ending August 31, 2019.”** Voice vote taken. Motion carried unanimously.

No. 14 -- CLOSING ROLL CALL

Present: Sieber, De Wane, Nicholson, Hoyer, Gruszynski, Lefebvre, Erickson, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Deslauriers, Tran, Moynihan, Suennen, Schadewald, Lund, Deneys.

Total Present: 26

**No. 15 -- ADJOURNMENT TO WEDNESDAY, OCTOBER 16, 2019 AT 7:00 P.M.,
LEGISLATIVE ROOM 203, 100 N. JEFFERSON ST., GREEN BAY,
WISCONSIN.**

A motion was made by Supervisor Gruszynski and seconded by Supervisor Borchardt **“to adjourn to the above date and time.”** Voice vote taken. Motion carried unanimously.

Meeting Adjourned at 8:17pm

/s/ Sandra L Juno
SANDRA L. JUNO
Brown County Clerk